



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 21, 2012

Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Janice Magdich, Deputy City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Janice Magdich, Deputy City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Government Code Section 54956.9(b)(c); Exposure to Litigation; Ross Dress for Less v. City of Lodi Regarding Alleged Utility Overcharges
- d) Prospective Acquisition of Real Property Located at 16 South Cherokee Lane, Lodi, California (APN #043-230-13); the Negotiating Parties are City of Lodi and Geweke Land Development and Marketing, L.P.; Government Code §54956.8

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Arbor Day Proclamation (PRCS)
- B-2 National Library Week Proclamation (LIB)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

- C-1 Receive Register of Claims in the Amount of \$5,490,231.88 (FIN)
- C-2 Approve Minutes (CLK)
 - a) March 6 and 13, 2012 (Shirtsleeve Sessions)
 - b) March 7, 2012 (Regular Meeting)

- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for 2012 Utility Frame and Cover Adjustment Project, Various Locations (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for 2012 Streets Crack Sealing Contract (PW)
- Res. C-5 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for Geographical Information System Viewer and Database Migration (\$35,475) (PW)
- Res. C-6 Adopt Resolution Approving a Five-Year Copier Lease and Maintenance Agreement and Authorizing the City Manager to Execute the Agreement with Lucas Business Systems for a Staff Copier and Printing Solutions for the Public (LIB)
- Res. C-7 Adopt Resolution Approving Memorandums of Understanding Between the City of Lodi and the AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance and Operators Units for the Period January 1, 2012 through December 31, 2013 (CM)
- Res. C-8 Adopt Resolution Approving Benefit Modifications for Council Appointees and Executive Management and Authorizing the Execution of Agreements with Council Appointees and Executive Management Incorporating the Benefit Modifications; and Further Authorizing Outside Counsel to Draft Council Appointee (City Attorney) Employment Agreement (CM)
- Res. C-9 Adopt Resolution Acknowledging the City of Lodi Electric Utility's Obligation Regarding Energy Storage Systems as Defined in Assembly Bill 2514 (EUD)
- Res. C-10 Adopt Resolution Setting Late Fees for Delinquent Utility Bills (CM)
- C-11 Set Public Hearing for April 18, 2012, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

- Res. G-1 Public Hearing to Approve the Draft 2012/13 Annual Action Plan for the Community Development Block Grant Program (CD)
- Res. G-2 Public Hearing to Consider Adopting Resolution Certifying Mitigated Negative Declaration 11-02; Approve Plans and Specifications and Authorize Advertisement for Bids for Hutchins Street Reconstruction Project (PW)
- Res. G-3 Public Hearing to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)

H. Communications

- H-1 Monthly Protocol Account Report (CLK)

I. Regular Calendar

- Res. I-1 Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution: (PW)
- a) Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613);
 - b) Authorizing the City Manager to Execute a Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700); and
 - c) Appropriating Funds (\$113,500) (PW)

J. Ordinances – None

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Arbor Day Proclamation

MEETING DATE: March 21, 2012

PREPARED BY: Parks, Recreation and Cultural Services Interim Director

RECOMMENDED ACTION: Mayor Mounce present a proclamation proclaiming Arbor Day in the City of Lodi.

BACKGROUND INFORMATION: Staff would like to invite the Mayor, the City Council, and the City Manager to this year's Arbor Day. This year's event will be held from 10 a.m. to 2 p.m. on Saturday, April 7, 2012, at DeBenedetti Park, 2350 S. Lower Sacramento Road. The community will be invited to help plant 50 donated trees and help maintain the existing trees on the property. Participants will be provided tree, mistletoe and recycling information. Tree seedlings and refreshments will be available.

This year's celebration is being facilitated by Tree Lodi and funded through a community group effort. Public Works Department and Parks, Recreation and Cultural Services Department staff will be on hand to field questions regarding recent site improvements and future planned park development. Scout groups will be on hand to share information regarding a planned Owl Box project at the park and display entries in an Arbor Day poster contest.

Arbor Day's Beginnings

On January 4, 1872, Julius Sterling Morton first proposed a tree-planting holiday, to be called "Arbor Day," at a meeting of the Nebraska Board of Agriculture. The date was set for April 10, 1872. It was estimated that more than 1 million trees were planted in Nebraska on the first Arbor Day. Arbor Day has now spread beyond the United States and is observed in many countries of the world.

Lodi has been designated as a Tree City USA for a 10th consecutive year. This designation affords us preference over other communities for grant money for trees or forestry programs and gives us an enhanced public image as a city that cares about its trees. The celebration of Arbor Day gives an opportunity to learn about trees and take positive action to make the world a better place.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Jeff Hood
Parks, Recreation and Cultural Services Interim Director

Prepared by Steve Dutra, Parks Superintendent

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: National Library Week Proclamation

MEETING DATE: March 21, 2012

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Mayor Mounce present a proclamation proclaiming the week of April 8 - April 14, 2012 as "National Library Week."

BACKGROUND INFORMATION: Mayor Mounce has been requested to present a proclamation proclaiming the week of April 8 - April 14, 2012 as "National Library Week." Nancy Martinez, Library Services Director, will be present to accept the proclamation.

FISCAL IMPACT: Not applicable

FUNDING AVAILABLE: Not applicable

Nancy C. Martinez
Library Services Director

NM/sb

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through March 01, 2012 in the Total Amount of \$5,490,231.88.

MEETING DATE: March 21, 2012

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,490,231.88.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,490,231.88 through 3/01/12. Also attached is Payroll in the amount of \$2,290,885.56.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 03/07/12
Amount

As of Thursday	Fund	Name	Amount
03/01/12	00100	General Fund	885,748.01
	00123	Info Systems Replacement Fund	254.54
	00160	Electric Utility Fund	3,807,912.75
	00161	Utility Outlay Reserve Fund	18,279.46
	00164	Public Benefits Fund	518.00
	00170	Waste Water Utility Fund	60,991.32
	00171	Waste Wtr Util-Capital Outlay	3,631.40
	00175	IMF Storm Facilities	5,393.45
	00180	Water Utility Fund	28,693.06
	00181	Water Utility-Capital Outlay	158,723.92
	00210	Library Fund	7,590.18
	00230	Asset Seizure Fund	3,000.00
	00236	LPD-OTS Grants	2,352.25
	00260	Internal Service/Equip Maint	47,134.51
	00270	Employee Benefits	26,587.01
	00300	General Liabilities	25,323.20
	00310	Worker's Comp Insurance	25,051.29
	00321	Gas Tax-2105,2106,2107	4,263.29
	00325	Measure K Funds	3,482.46
	00326	IMF Storm Facilities	10.50
	00340	Comm Dev Special Rev Fund	675.33
	00347	Parks, Rec & Cultural Services	14,610.90
	00459	H U D	75,129.86
	00502	L&L Dist Z1-Almond Estates	395.03
	00503	L&L Dist Z2-Century Meadows I	249.50
	00506	L&L Dist Z5-Legacy I,II,Kirst	665.32
	00507	L&L Dist Z6-The Villas	561.37
	00509	L&L Dist Z8-Vintage Oaks	207.91
	01217	IMF Parks & Rec Facilities	13,829.50
	01218	IMF General Facilities-Adm	11,949.90
	01250	Dial-a-Ride/Transportation	171,151.56
	01251	Transit Capital	48,852.10
	01410	Expendable Trust	28,700.69
Sum			5,481,919.57
	00190	Central Plume	8,312.31
Sum			8,312.31
Total Sum			5,490,231.88

Council Report for Payroll

Page - 1
Date - 03/07/12

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	02/19/12	00100	General Fund	658,586.87
		00160	Electric Utility Fund	136,808.27
		00161	Utility Outlay Reserve Fund	9,821.04
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	93,938.99
		00180	Water Utility Fund	155.52
		00210	Library Fund	27,723.49
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	15,510.03
		00321	Gas Tax-2105,2106,2107	26,980.62
		00340	Comm Dev Special Rev Fund	21,548.73
		00347	Parks, Rec & Cultural Services	109,604.27
		01250	Dial-a-Ride/Transportation	6,542.61
Pay Period Total:				
Sum				1,111,549.04
	03/04/12	00100	General Fund	646,957.85
		00160	Electric Utility Fund	140,325.09
		00161	Utility Outlay Reserve Fund	9,821.04
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	100,175.44
		00180	Water Utility Fund	155.52
		00210	Library Fund	28,314.14
		00235	LPD-Public Safety Prog AB 1913	1,422.79
		00260	Internal Service/Equip Maint	15,510.93
		00321	Gas Tax-2105,2106,2107	26,838.54
		00340	Comm Dev Special Rev Fund	22,538.93
		00345	Community Center	318.42
		00346	Recreation Fund	68.00
		00347	Parks, Rec & Cultural Services	107,932.01
		01250	Dial-a-Ride/Transportation	7,120.05
Pay Period Total:				
Sum				1,111,282.53
Retiree	03/31/12	00100	General Fund	68,053.99
Pay Period Total:				
Sum				68,053.99



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) March 6, 2012 (Shirtsleeve Session)
b) March 7, 2012 (Regular Meeting)
c) March 13, 2012 (Shirtsleeve Session)

MEETING DATE: March 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) March 6, 2012 (Shirtsleeve Session)
b) March 7, 2012 (Regular Meeting)
c) March 13, 2012 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, respectively.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 6, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 6, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl

B. Topic(s)

B-1 Review of the Annual Community Development Block Grant Funding Requests in the 2012/13 Action Plan (CD)

City Manager Rad Bartlam briefly introduced the subject matter of the 2012/13 Community Development Block Grant (CDBG) funding requests.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding CDBG funding requests. Specific topics of discussion included the annual allocation process, federal reductions in the CDBG program, application process, City projects and services, factors to be considered for review, funding availability, public service funding and requests, and CDBG process for current year allocations.

In response to Council Member Johnson, Mr. Wood stated the supplemental County money was a part of the separation process and one-time funds.

In response to Council Member Hansen, Mr. Wood stated there is a concern about losing funds if there is balance left over from a project that is not reallocated because the May 30 snapshot of the fund balance cannot exceed one and a half times the total allocation for the year.

In response to Council Member Hansen, Mr. Wood stated the 7.5% for Fair Housing Services is based on the number of clients it has in Lodi in comparison to the rest of San Joaquin County including Stockton.

In response to Mayor Mounce, Mr. Wood stated the results of the scoring matrix, including the final numbers for each project, will be provided at the public hearing.

In response to Mayor Pro Tempore Nakanishi, Mr. Wood stated the Second Harvest Food Bank is a stable non-profit organization that continues to increase its services despite the City's allocation remaining the same or decreasing because its funding comes from a variety of sources.

In response to Council Member Johnson, Mr. Wood stated the Meals on Wheels program is still operated through the County and an application for CDBG funding was not received this year. Mr. Wood stated the Loel Center is still working on taking over the program from the County.

In response to Council Member Hansen, Mr. Wood stated he will forward to the City Council a list showing an inventory of services available in the community, including food and shelter, as

requested.

In response to Council Member Johnson, Mr. Wood confirmed that Community Partnership for Families is located in the same building as the Human Services Agency.

In response to Council Member Johnson, Mr. Wood stated the El Concilio program is an expansion of the existing program indicating organizational experience with youth programs.

In response to Mayor Mounce, Mr. Wood stated the family reunification service is designed to keep families together to ensure children are not placed into the foster care program.

In response to Council Member Hansen, Mr. Wood stated the Loel Center would like to demolish the building on Washington Street because it is becoming costly to keep up the utilities and insurance and the demolition would be in furtherance of its future goals for that property.

In response to Mayor Mounce, Suzanne Mangum representing Lodi House, stated the newly-acquired triplex for transitional housing has 21 to 26 windows that need to be replaced.

In response to Council Member Johnson, Mr. Wood stated the Housing Authority is now aware of the process for certification to become eligible to receive CDBG funding and will likely be pursuing the same in the near future.

In response to Council Member Hansen, Mr. Wood stated the Housing Authority request is approximately 80% of the \$201,618 total project cost for one house.

In response to Council Member Johnson, Mr. Wood stated the final recommendation on this allocation will reflect that the Housing Authority is not eligible to receive funds at the current time.

In response to Mayor Mounce, Mr. Wood confirmed that the 60/40 split for City and community based projects is Council policy and not a binding mandate.

In response to Council Member Johnson, Mr. Bartlam and Mr. Wood confirmed that there are other Americans with Disabilities Act (ADA) issues other than curb cuts listed in the Transition Plan, which may be eligible for CDBG funding.

In response to Council Member Katzakian, Mr. Bartlam stated CDBG funds were used to address ADA improvements at the Grape Bowl facility.

In response to Mayor Mounce, Mr. Bartlam stated the Council previously provided direction on a 15-year loan in connection with ADA improvements at the Grape Bowl and formal application and approval is pending.

In response to Council Member Hansen, Mr. Wood stated the \$246,216 figure includes public facilities and services for community based organizations.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated the scoring matrix will provide the City Council with the background and project readiness of the specific requests.

In response to Council Member Hansen, Mr. Bartlam provided a brief overview of the 60/40 split policy previously approved by the City Council, stating facility projects come before service projects.

Dan Crowne spoke in support of an ongoing allocation for the spay and neuter program.

Suzanne Mangum spoke in support of an allocation for the Lodi House transitional housing project.

Dale Gillespie spoke in support of the County Meals on Wheels program being administered by the Loel Center and the efforts to date regarding taking over the program prior to the existing contract expiration in September 2013. In response to Council Member Hansen, Mr. Gillespie stated the County grant covers approximately 70% of the program administration including meals and delivery. Mr. Gillespie also spoke in support of the demolition of the Washington Street property in furtherance of the future goals of the Loel Center.

In response to Council Member Johnson, Mr. Bartlam stated he will provide the City Council with an update regarding the affordable senior housing project by Eden Housing.

In response to Mayor Pro Tempore Nakanishi, Mr. Wood stated the \$111,000 is one-time program income from two outstanding loans from the County.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, MARCH 7, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of March 7, 2012, was called to order by Mayor Mounce at 5:30 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Janice Magdich, Deputy City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Janice Magdich, Deputy City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Conference with Janice Magdich, Deputy City Attorney (Labor Negotiator), Regarding City Council Appointees, City Manager and City Clerk; Conference with Konradt Bartlam, City Manager (Labor Negotiator), Regarding City Council Appointee, City Attorney, Pursuant to Government Code §54957.6
- d) Prospective Assignment of P & K Fitness of Lodi (aka Cross Fit) Lease at 111 North Stockton Street, Suite B, Lodi, CA; the Negotiating Parties are the City of Lodi and Jeff Hunt; Price and Terms are Under Negotiation; Government Code §54956.8

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and Deputy City Attorney Magdich disclosed the following actions.

Items C-02 (a), C-02 (b), C-02 (c), and C-02 (d) were discussion and direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of March 7, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl

B. Presentations

B-1 American Red Cross Month Proclamation

Mayor Mounce presented a proclamation to Liza Cruz, Regional Manager with the San Joaquin American Red Cross, proclaiming the month of March 2012 as "American Red Cross Month" in the City of Lodi.

B-2 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

Tyler Bartlam and Kristen Schlader, members of the Greater Lodi Area Youth Commission, provided an update to the Council on the Commission's activities and accomplishments.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Hansen made a motion, second by Council Member Katzakian, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$9,694,170.93 (FIN)

Claims were approved in the amount of \$9,694,170.93.

C-2 Approve Minutes (CLK)

The minutes of February 14, 2012 (Shirtsleeve Session), February 15, 2012 (Regular Meeting), February 21, 2012 (Shirtsleeve Session), and February 28, 2012 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 6R Granular Activated Carbon Treatment System (PW)

This item was pulled from the agenda pursuant to staff request and will be brought back at a later date.

C-4 Adopt Resolution Appropriating \$25,000 for Lodi Lake Park Shade Structure Repairs (PRCS)

This item was pulled by Mayor Pro Tempore Nakanishi for further discussion.

Mayor Pro Tempore Nakanishi commended those associated with the success of the Eagles

Point project.

In response to Council Member Hansen, Interim Parks, Recreation and Cultural Services Director Jeff Hood stated in an effort to save costs staff purchased the lumber and treated it so that installation is the only remaining portion of the project.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Hansen, to adopt Resolution No. 2012-19 appropriating \$25,000 for Lodi Lake Park Shade Structure repairs.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

C-5 Accept Improvements Under Contract for White Slough Water Pollution Control Facility Biosolids Dewatering and Storage Facility Project (PW)

Accepted the improvements under contract for White Slough Water Pollution Control Facility Biosolids Dewatering and Storage Facility Project.

C-6 Accept Improvements Under Contract for G-Basin (DeBenedetti Park) Stormwater Pump Station Project (PW)

Accepted the improvements under contract for G-Basin (DeBenedetti Park) Stormwater Pump Station Project.

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for Wastewater Main Rehabilitation Program Project No. 5 (\$318,810) (PW)

Adopted Resolution No. 2012-14 authorizing the City Manager to execute Contract Change Order No. 1 with Michels Pipeline Construction, of Salem, Oregon, for Wastewater Main Rehabilitation Program Project No. 5 in the amount of \$318,810.

C-8 Adopt Resolution Authorizing the City Manager to Execute Department of Transportation Program Supplement to Administering Agreement for Harney Lane Grade Separation Project (PW)

Adopted Resolution No. 2012-15 authorizing the City Manager to execute Department of Transportation Program Supplement to Administering Agreement for Harney Lane Grade Separation Project.

C-9 Adopt Resolution Authorizing the City Manager to Execute Amendment No.1 to the Industrial Waste Connection Memorandum of Understanding with Jessie's Grove Winery (CM)

Adopted Resolution No. 2012-16 authorizing the City Manager to execute Amendment No.1 to the Industrial Waste Connection Memorandum of Understanding with Jessie's Grove Winery.

C-10 Adopt Resolution Authorizing Participation with the Delta Coalition in the Joint Hiring of Sacramento Advocates, Inc., of Sacramento (\$8,000) (PW)

Adopted Resolution No. 2012-17 authorizing participation with the Delta Coalition in the joint hiring of Sacramento Advocates, Inc., of Sacramento, in the amount of \$8,000.

C-11 Adopt Resolution Approving Lodi Fire Mid-Management Statement of Benefits (CM)

This item was pulled by Council Member Johnson for separate vote.

Council Member Hansen made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-20 approving Lodi Fire Mid-Management Statement of Benefits.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: Council Member Johnson

Absent: None

C-12 Approve Waiver of Conflict of Interest for Meyers Nave's Representation of Northern California Power Agency (CA)

Approved waiver of conflict of interest for Meyers Nave's representation of Northern California Power Agency.

C-13 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)

Adopted Resolution No. 2012-18 authorizing destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

C-14 Set Public Hearing for March 21, 2012, to Consider Adopting Resolution Certifying Mitigated Negative Declaration as Adequate Environmental Documentation for the Hutchins Street Reconstruction Project (PW)

Set public hearing for March 21, 2012, to consider adopting resolution certifying Mitigated Negative Declaration as adequate environmental documentation for the Hutchins Street Reconstruction Project.

C-15 Set Public Hearing for March 21, 2012, to Approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program (CD)

Set public hearing for March 21, 2012, to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program.

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Vincent Sayles spoke in regard to the benefit of exercise and rebounding.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Hansen reported on his attendance at the meetings of the San Joaquin Council of Governments and Northern California Power Agency specifically discussing Highway 12 efforts and the grand opening of the Lodi Energy Center. Mr. Hansen also congratulated the Lodi High School basketball team on its success.

Council Member Johnson reported on the Highway 12 user survey being conducted by the San Joaquin County Partnership.

Mayor Mounce requested additional information regarding the air vent located near Holly and Mills Avenue. She also invited the City Council to attend the League of California Cities quarterly division meeting on March 8, 2012.

F. Comments by the City Manager on Non-Agenda Items

City Manager Bartlam welcomed Deputy Public Works Director Larry Parlin to the City of Lodi and invited the City Council to attend the Lodi City Employees Association's annual dinner on March 10, 2012.

G. Public Hearings - None

H. Communications

H-1 Post for Vacancies on the Lodi Animal Advisory Commission (CLK)

Mayor Mounce made a motion, second by Council Member Johnson, to direct the City Clerk to post for the following vacancies:

Lodi Animal Advisory Commission

VACANT (Blackston), term expired December 31, 2011

VACANT (Castelanelli), term expired December 31, 2011

Manuel Martin, term to expire December 31, 2013

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 2 Project and Appropriating Funds (\$5,690,000): a) Teichert Construction, of Roseville, for Construction (\$4,199,640); b) RMC Water and Environment, of Walnut Creek, for Construction Administration Services (\$416,993); and c) National Meter and Automation, Inc., of Santa Rosa, for Meter Assemblies and Field Documentation (\$527,199) (PW)

City Manager Bartlam briefly introduced the subject matter of the Water Meter Program Phase 2.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the Water

Meter Program Phase 2. Specific topics of discussion included background, construction, project management, National Meter and Automation, and project budget.

In response to Council Member Hansen, Mr. Sandelin stated the construction bid includes a fair amount of trench restoration and repair work based on what was recorded in the field although it does not rise to the level of the Mills Street pipeline installation project.

In response to Mayor Pro Tempore Nakanishi, Mr. Sandelin stated in many areas the main is located in the backyard and is small so it will need to be abandoned in place and the services will be brought to the front yard.

In response to Council Member Johnson, Mr. Sandelin stated the pavement patching will be sufficient to address any damage and the slurry will be completed as a matter of routine maintenance within two years to ensure the asphalt is cured for the slurry to stick.

In response to Council Member Johnson, Mr. Sandelin stated the contract is approximately twice the value of Phase I because there are five miles of pipeline replacement versus one mile and the first phase was a learning phase of sorts.

In response to Mayor Mounce, Mr. Sandelin stated the current on line map is accurate with respect to the streets that will be affected.

Council Member Johnson made a motion, second by Council Member Katzakian, to adopt Resolution No. 2012-21 authorizing the City Manager to execute agreements with the following entities for the Water Meter Program Phase 2 Project and appropriating funds in the amount of \$5,690,000: a) Teichert Construction, of Roseville, for construction in the amount of \$4,199,640; b) RMC Water and Environment, of Walnut Creek, for construction administration services in the amount of \$416,993; and c) National Meter and Automation, Inc., of Santa Rosa, for meter assemblies and field documentation in the amount of \$527,199.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: Mayor Pro Tempore Nakanishi

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:50 p.m., in memory of Mary Sebastiani Saporito who passed away on February 21, 2012.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 13, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 13, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: Council Member Johnson

Also Present: City Manager Bartlam, Deputy City Attorney Magdich, and City Clerk Johl

B. Topic(s)

B-1 Discuss Other Post Employment Benefits (CM)

City Manager Bartlam introduced the subject matter of other post employment benefits (OPEB).

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding OPEB. Specific topics of discussion included what is OPEB, auditor's findings and recommendation, actuarial valuation, accounting requirements, disclosures, OPEB history, current process, other community comparisons, and options for consideration.

In response to Mayor Mounce and Mayor Pro Tempore Nakanishi, Mr. Ayers stated that, while the City does not pay for health care for employees after retirement, there is a Cobra-like option for certain employees depending upon their hire date whereby if selected the City will pay the CalPERS 112, which equates to approximately \$1,000 annually.

In response to Council Member Hansen, Mr. Bartlam stated the auditors have made the recommendation to collect OPEB funding from departments although staff has a different recommendation consistent with the pay-as-you-go option. Further, Mr. Ayers stated every two years a request for proposals is put out for an actuarial study to be performed by a licensed actuary independent of the auditors.

In response to Mayor Mounce, Mr. Ayers stated staff will provide City Council with copies of the 2012 actuarial study when it is received.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated the discount rate is anticipated earnings based on the City's assumptions for its actuarial.

In response to Mayor Mounce, Mr. Ayers stated the sick leave conversion benefit is transferable to a surviving spouse.

In response to Council Member Hansen, Mr. Ayers stated life expectancy rates are considered in the actuarial process through the use of mortality tables.

In response to Mayor Mounce, Mr. Ayers stated the fund balance after the June 30 close is approximately \$3 million.

In response to Council Member Hansen, Mr. Ayers stated the sick leave participation rates are calculated based upon an assumption of how many of the current 117 employees eligible for

the program will take the conversion option versus other options such as service credit or cash.

In response to Mayor Mounce, Mr. Bartlam stated the \$17 million number for Lodi is very different from the number in Stockton because it is considerably smaller, the program participant number is smaller, the program itself was capped in 1994/95, and there has been no program expansion.

In response to Council Member Hansen, Mr. Ayers stated with pension obligation bonds it is assumed that the annual debt service would be lower than what the ongoing pension payment is and the interest earnings would help offset the liability, although that is not what happened in Stockton with market conditions. Further, Mr. Ayers and Mr. Bartlam stated while the \$900,000 number will continue to grow for a period at some point that number will start to shrink because there will be less employees in the system and even fewer in this particular program.

In response to Council Member Hansen, Mr. Ayers stated the actual costs with the pay-as-you-go option are budgeted annually while the fluctuating liability number is not.

In response to Mayor Mounce, Mr. Ayers stated Elk Grove is a fairly new City and has a combination of a defined contribution plan, a trust, and a defined benefit program with a total unfunded liability of approximately \$1.5 million. In addition, Mr. Ayers and Mr. Bartlam stated the time frame of when the liability amount will start to decrease is unknown because the number of employees who are going to retire from the City are unknown and what option they will select at that time is unknown.

In response to Council Member Hansen, Mr. Ayers stated there is no stand-alone fund for employee retirements as it is all a part of the pay-as-you-go option with an unfunded liability amount. Mr. Bartlam stated staff is recommending that the City continue with the pay-as-you-go option as it is doing currently.

In response to Council Member Katzakian, Mr. Ayers stated the CalPers payment is set by statute and does have a Consumer Price Index type of increase and the 112 liability exists with all agencies that participate in CalPers. Mr. Ayers stated the worst case scenario deals with the number of people retiring at a given time and the option they select for sick leave conversion.

In response to Council Member Hansen, Mr. Bartlam stated staff will return to Council with details regarding the budget stresses that would result by funding the \$3 million and \$17 million figures of currently unfunded liability.

In response to Myrna Wetzel, Mr. Bartlam stated contracting with a third-party administrator would include hiring an investment firm to professionally manage the funds.

Mayor Mounce requested a list of exempt employees in the City who receive administrative pay.

C. Comments by Public on Non-Agenda Items - None

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for 2012 Utility Frame and Cover Adjustment Project, Various Locations

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for 2012 utility frame and cover adjustment project, various locations.

BACKGROUND INFORMATION: This project consists of adjusting water valves and manhole frames and covers to grade, performing approximately 10,100 square feet of pavement repair at various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the project.

The pavement around the utility frames and covers at these locations has deteriorated, causing uneven surfaces. Many locations also have pavement failure which needs to be repaired. This project will target these locations throughout the City (see attached exhibit).

The plans and specifications are on file in the Public Works Department. The planned bid opening date is April 17, 2012. The project estimate is \$205,000.

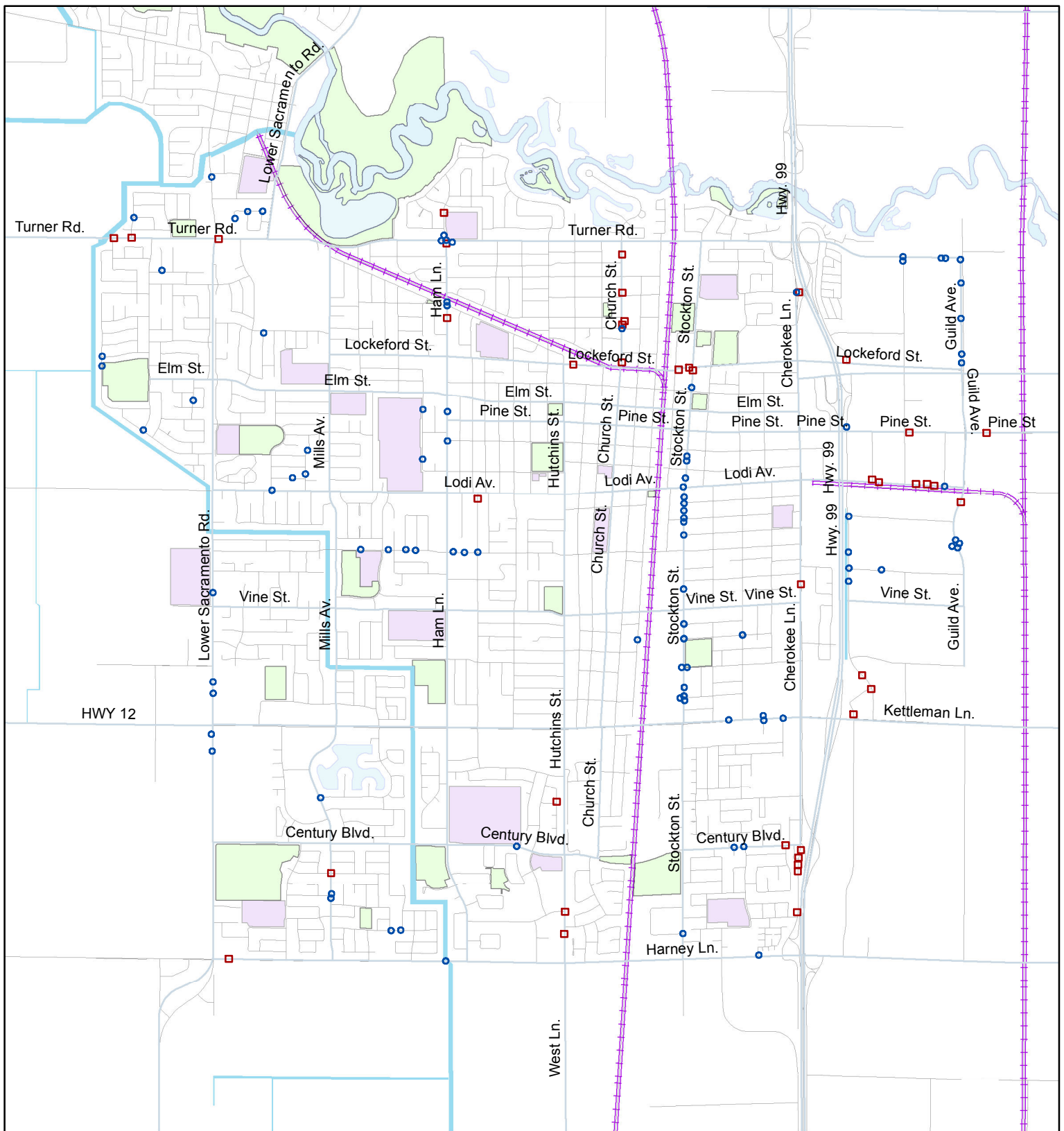
FISCAL IMPACT: There will be a reduction in annual maintenance costs and claims with the repaired defects.

FUNDING AVAILABLE: Funding for this project will be from Water Capital (181) and Wastewater Capital (171) funds.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



Legend

- Utility Frame Adjustment
- Pavement Repairs



2012 Utility Frame and Cover Adjustment Project Location Map



1 in = 3,000 ft



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for 2012 Streets Crack Sealing Contract

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for 2012 streets crack sealing contract.

BACKGROUND INFORMATION: This project consists of crack sealing approximately 2,300,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic and important preventative maintenance practices, but the work can only be performed during the warm summer months. In an effort to maximize the street area sealed during the summer months, this maintenance program will be contracted out. This is an increase in work from the budgeted amount allocated in the 2011/12 budget.

The plans and specifications are on file in the Municipal Service Center of the Public Works Department. The planned bid opening date is April 11, 2012. The project estimate is \$100,000.

FISCAL IMPACT: By increasing the crack sealing effort, the useful life of the City streets will be extended.

FUNDING AVAILABLE: The money for this project will be coming from the Measure K Maintenance Fund.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director - Utilities
Compliance Engineer

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Interwest Consulting Group, of Elk Grove, for Geographical Information System Viewer and Database Migration (\$35,475)

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Interwest Consulting Group, of Elk Grove, for geographical information system viewer and database migration in the amount of \$35,475.

BACKGROUND INFORMATION: The City's geographical information system (GIS) was originally developed in the mid-1990's. Since then, there has been a significant investment in both manpower and software to create a comprehensive GIS system.

The City's GIS contains mapping "layers" that are tied to an internal database that allows information to be viewed spatially on a computer screen. This information is currently used internally by City departments and externally by the public, using both Environmental Systems Research Institute, Inc. (ESRI) and Autodesk Mapguide software. The ESRI software is relied upon by staff for more complex uses, and the Mapguide software is used more for mapping services for the public. The mapping layers commonly viewed by the public include bus routes, garbage pickup routes, utility schematics, and information regarding land use, zoning, parcel number and ownership.

In December 2010, Council authorized an agreement for the purchase of an enterprise software license with ESRI. The enterprise license was necessary to accommodate the increased usage demands from both internal and external users and to facilitate greater use of spatial database and GIS mapping. At that time, staff advised Council the Mapguide software may need updating in the near future.

The MapGuide viewer, which is over 10 years old, is becoming increasingly unreliable. The system currently "breaks down" three to four times per week, disrupting productivity and making the information unavailable for use by the public. The continual need for repair consumes already scarce resources.

The City's GIS committee has determined the current MapGuide viewer has reached the end of its useful life and recommends the viewer be replaced to maintain the GIS system as a useful tool for City employees and to provide reliable service to the public. The committee interviewed two consultants who specialize in GIS viewers and database migration. The committee recommends Interwest Consulting Group to perform the migration services due to their understanding of the City's existing GIS system and their simplified and efficient approach. The viewer installation and database migration is expected to be completed by June 30, 2012. This work can be performed and tested with only minor interruptions to the existing system.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: In addition to the initial costs, the software upgrade will result in an annual subscription fee of \$3,700 and up to \$4,000 per year for consulting services. The City will realize savings from reduced costs associated with repairing the existing MapGuide system.

FUNDING AVAILABLE: Since the Electric, Water and Wastewater utilities heavily rely on the City's GIS as part of operations, it is recommended those funds absorb approximately 80% of the total cost for this project. The General Fund departments will evenly split the remaining portion.

All of the participating departments concur with the proposed project and are providing funding as noted below:

Water (180451)	\$9,490
Wastewater (170401)	\$9,490
EUD (160612)	\$9,495
ISD/CM (100411)	\$1,000
Fire (102011)	\$1,000
Police (101031)	\$1,000
Parks/Recreation (347001)	\$1,000
Community Development (340450)	\$1,000
Public Works Engr (103021)	\$1,000
Library (210801)	<u>\$1,000</u>
	\$35,475

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf

cc: Charles E. Swimley, Jr., Deputy Public Works Director - Utilities
Gary Wiman, Construction Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INTERWEST CONSULTING GROUP (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Geographical Information System (GIS) Viewer, Architecture and Geodatabase Migration (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 1, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Charlie Swimley

To CONTRACTOR: Interwest Consulting Group
9300 W. Stockton Blvd., Suite 105
Elk Grove, CA 95758
Attn: Steve Gay

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR: Interwest Consulting

By: _____

By: _____

Name:

Title:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

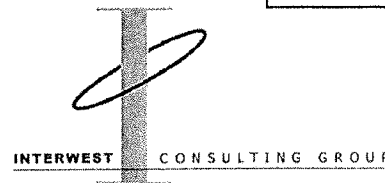
Funding Source: 180451.7323, 170401.7323, 160612.7323, 100411.7323, 102011.7323, 101031.7323, 347001.7323, 340450.7323, 103021.7323, 210801.7323

(Business Unit & Account No.)

Doc ID: PSAs/Interwest

CA:rev.01.2012

INTERWEST CONSULTING GROUP
GIS SOLUTIONS TEAM



CITY OF LODI, CA
GIS STEERING COMMITTEE

February 26, 2012

PROJECT DESCRIPTION AND COST ESTIMATE FOR:

GIS VIEWER, ARCHITECTURE AND GEODATABASE MIGRATION

Introduction

Interwest would like to thank the City of Lodi for the opportunity to meet with the GIS Steering and Technical committees to learn about your GIS needs. Interwest is providing the following quotation for services to the City of Lodi based on a request from the City's GIS technical committee. The goal is to provide a cost and timeline that will ensure the City can establish a set of ESRI based GIS viewers (internal to staff and external to public).

Interwest has also offered to provide the city with a free GIS Quick assessment and recommendation. This will give the city a roadmap of where to focus their GIS resources which will leverage the viewers described below, the ESRI Enterprise License and the work being conducted in the Electric Utilities Department. This GIS assessment can be scheduled at a time agreed by the City and Interwest. The recommended initiatives discovered in this GIS assessment, can be translated into task orders under a master service agreement or as individual project contracts. We have provided a separate outline of these services for your consideration.

The cost to provide the scope of services described in this quotation (2 GIS Viewers) is \$35,475. See the last page of this document for further information relating to cost break down.

Scope of Services

This quote includes the following software and services:

1. Time to meet with the City's IS department, to research the existing infrastructure and to provide recommendations for configuring the network and servers required to complete the project.
2. Time to meet with a selected group of MapGuide users in order to determine specific flow of functional requirements.
3. Time to conduct a basic "As-is" data migration from MapGuide to ESRI data model. Data format and attributes will only be manipulated to the extent required to implement the requested viewers. (More complex data migration can be provided in future scopes)
4. Installation and deployment of 2 ESRI GIS viewers incorporating the functional requirements as determined by the users group indicated above (functional requirement generally similar to those currently in MapGuide)
5. Installation, configuration and implementation of GeoCortex platform that that will support additional functionality needed to meet the viewer requirements, beyond the ESRI out of the box tools.
6. Training staff to administer the sites.
7. Training staff in the use of the sites.
8. Marketing support of the new sites to executive teams or council members.

Interwest understands that the City of Lodi has acquired an ESRI Enterprise License Agreement (ELA) and we will begin to leverage the software provided through this agreement. Based on our follow up meeting with the GIS technical steering committee we have determined that there are functional requirements that extend beyond the ESRI out of the box viewer capabilities. In the past, Interwest has developed custom code to extend viewer solutions, however we feel the long term support for Lodi will be better served from a 3rd party solution designed to handle a variety of complex requirements and future maintenance tasks. Therefore, we are recommending an additional software component to support this project, Geocortex.

Geocortex is provided by Latitude Geographics, who is also an ESRI business partner. They have created a large set of feature rich tools that expand ESRI's out of the box GIS viewers. The setup of the Geocortex environment is handled through administrative tools designed to allow for easy implementation of look and feel design plus functional items. By electing to use this value added software platform the City also will have greater stability to support on-going version enhancement implemented by ESRI, Microsoft or other related software components such as Silverlight or Flex.

Interwest recognizes that the City has made a significant investment in ESRI software and that purchasing additional software is not a preferred approach. Therefore this quotation assumes that Interwest will absorb a portion of the cost for the Geocortex software.

Ongoing support related to this project:

By electing to utilize the Geocortex tools the city will assume an annual maintenance of \$3,700. This maintenance fee will ensure that the City's viewers are in compliance with future version upgrades of ESRI core software. Administration of upgrades to the ESRI and Geocortex software can be accomplished at minimal hours by either Lodi staff or Interwest GIS staff.

Data Assumptions

The Lodi GIS steering committee has determined that establishing the ESRI GIS Viewers is a top priority. This means that full integration into the ESRI Local Government Data Model is not possible in the time requested. As mentioned above Interwest will provide the City with a plan and quote to fully conduct this migration through a separate scope of work. (Per a pending GIS Quick Assessment)

In order to support the goal of establishing the GIS viewers Interwest will move the City's MapGuide data into the framework of the ESRI Data Model. This means Interwest will deliver a GIS database that contains fields currently used by the City as well as those specified in the data model. The City's fields will be populated with information. The ESRI fields will be empty. In a future scope Interwest will perform the migration of data values into the ESRI industry standard fields.

Timeline

Interwest estimates this project would be delivered in approximately 2 months from the kick-off date. The timeline below will need to be adjusted based on the start date elected by the City.

- After a contract is signed Interwest will come onsite for a Kick off meeting to establish specific dates and determine the individuals needed to be included at various meetings.
- Week of March 5th
 - Meet with IS Staff to investigate infrastructure requirements
 - Meet with user group to develop specific functional requirements
 - Finalize the list of data layers to be migrated

- Week of March 12th
 - Installation of ArcGIS Server
 - Integration of SQL Server and SQL Reports into ArcGIS Server
 - Loading the framework ArcGIS data model into SDE
- Week of March 26th
 - Deliver migrated data into ArcGIS data model into SDE
 - Demonstrate the map services to staff using Arc Map
- Week of April 9th
 - Install, configure, deploy internal GIS viewer on city server.
 - User testing and admin training
- Week of April 16th
 - Web server integration with ArcGIS Server and SQL environment
 - Finalize the functional requirement of public viewer (subset of internal viewer)
- Week of April 30th
 - Install, configure, deploy external GIS viewer on city server
 - User testing
- Week of May 7th
 - User training
 - Marketing presentation to executive team and/or city council

Cost

Cost for time and software is described below:

Internal Viewer	\$5600
External Viewer	\$3200
Data Migration	\$5200
Architecture settings and installation	\$3200
Requirement gathering and training	\$4400
Geocortex Software startup (partial)	\$13,875
Total	\$35,475

Annual Cost (Starting Year 2)

Geocortex Annual Maintenance	\$3,700
*Interwest admin of Geocortex – As needed	Not to exceed \$4000

*waived if Interwest is selected for a long term master service agreement.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>

\$1,000,000 Ea. Occurrence

\$1,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>

\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence |
|--|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
GEOGRAPHICAL INFORMATION SYSTEM VIEWER
AND DATABASE MIGRATION

=====

WHEREAS, the City's geographical information system (GIS) was originally developed in the mid-1990's, and since, there has been a significant investment in both manpower and software costs to create a very comprehensive GIS system; and

WHEREAS, the City's GIS committee has determined the current MapGuide viewer has reached its useful life and recommends the viewer be replaced to maintain the GIS system as a useful tool for City employees and to provide reliable service to the public; and

WHEREAS, the committee interviewed two consultants that specialize in GIS viewers and database migration and recommends Interwest Consulting Group, of Elk Grove, California, to perform the view installation and database migration services due to their understanding of the City's existing GIS system and their simplified and efficient approach.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for geographical information system viewer and database migration with Interwest Group, of Elk Grove, California, in the amount of \$35,475.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt a Resolution Approving a Five-Year Copier Lease and Maintenance Agreement and Authorizing the City Manager to Execute the Agreement with Lucas Business Systems for a Staff Copier and Printing Solutions for the Public

MEETING DATE: March 21, 2012

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt a resolution approving a five-year copier lease and maintenance agreement and authorizing the City Manager to execute the agreement with Lucas Business Systems for a staff copier and printing solutions for the public.

BACKGROUND INFORMATION: The Lodi Public Library currently has a staff networked black-and-white copier that is more than 12 years old and frequently in need of service. Staff members also have access to a networked color printer and individual direct line color printers. On the public side, the library provides two networked printers — one black-and-white and one color — for library patrons using 24 networked public access computers. The current expense for toner and ink cartridges for both staff and public copier/printers is approximately \$4,500 annually. Additionally the library has a maintenance agreement with a vendor to provide service for the staff copier approximately \$1,600 per year.

The library received two responses to a request for quotation on the leasing and maintenance of printing and copying equipment for both staff and the public.

Based on the thoroughness of its response, the library is proposing to enter a lease agreement with Lucas Business Systems to procure three copier/printers to replace the existing equipment.

1. A networked staff black-and-white and color copier/printer with full capabilities
2. A networked public black-and-white and color copier/printer
3. A networked public printer for backup

The monthly maintenance cost for the three pieces of equipment is \$247. Quarterly pricing for the estimated 25,000 black-and-white copies and 1,000 color copies is \$295. The maintenance agreement includes all supplies except paper products. Annual total is \$4,144.

The total base rate is \$20,700 for a five-year lease. Overage copies are billed at the same rate -- \$.009 for black-and-white and \$.07 for color.

APPROVED: _____
Konradt Bartlam, City Manager

The library charges \$.15 for b/w and \$.50 for color copies made by library patrons using the public computers. Estimated annual revenue from the public printing service is \$3,500, offsetting the cost of the lease agreement. The library will save an estimated \$5,000 over five years by entering into the lease.

FISCAL IMPACT: Minimum annual lease costs of \$4,144 offset by revenue of approximately \$3,500 per year

FUNDING AVAILABLE: Revenues and expenditures will be budgeted in the Library Operating Fund

Jordan Ayers, Deputy City Manager

Nancy C. Martinez
Library Services Director

NM/sb

Attachment



1971 West Lane,
Stockton, CA 95205
(209) 466-3786

Equipment Location #:

<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<i>Print Name</i>	<i>Title</i>	<i>Print Name</i>	<i>Date</i>

Astro Business Technologies / Lucas Business Systems

Terms and Conditions

Sales Order Terms and Conditions

1. This purchase Order Agreement states the entire agreement between Customer and Astro Business Technologies/Lucas Business Systems, hereafter referred to as "ABT/LBS". No other agreements or representations exist in connection with this order. Modifications or additions are subject to ABT/LBS's agreement, in writing. ABT/LBS rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on an order or acceptance of delivery shall constitute Customer's acceptance of these terms and conditions.
2. This Purchase Order Agreement shall be effective only upon written acceptance by ABT/LBS at its home office without notice to Customer. This order may not be canceled after acceptance by ABT/LBS.
3. If Customer's order is accompanied by a deposit payment, Customer authorizes ABT/LBS to collect and deposit such payment in ABT/LBS's account pending acceptance or rejection of Customer's order. If ABT/LBS rejects Customer's order, Customer's deposit payment will be refunded without interest. If ABT/LBS accepts Customer's order, Customer's deposit payment will be credited against the amount due ABT/LBS on Customer's order. In the event Customer fails to accept or pay for ordered ABT/LBS equipment or programming, ABT/LBS shall have the right to retain and apply such deposit toward satisfaction of resulting damages incurred by ABT/LBS and as partial compensation for the value of any benefits conferred on Customer by ABT/LBS.
4. All risk of loss or destruction or damage to the ordered equipment shall pass to Customer upon delivery.
5. Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby appoint us (or our agents), as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as is you had signed such financing statements. If we request, you agree to sign the financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.
6. Duties, sales, use, excise or similar tax which may apply to this order are not included in the price of ordered equipment and Customer agrees to pay same either directly to the levying authority or to ABT/LBS if ABT/LBS is required to collect or pay same.
7. ABT/LBS warrants to Customer that the equipment delivered under this Agreement will at the time of delivery be free of defects of manufacture. During the warranty period applicable to the equipment, ABT/LBS will provide at no cost to Customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the Customer. The foregoing shall be Customer's sole and exclusive remedy with respect to equipment provided by ABT/LBS. This warranty is in lieu of all other warranties, expressed, implied and statutory, including any warranty with respect to merchantability or fitness for a particular purpose.
8. ABT/LBS shall not be liable for consequential, incidental or punitive damages or for loss of profits arising out of or related to equipment or programming ordered by the customer. Whether such damages be direct, indirect, foreseeable or otherwise and whether liability is claimed to arise by reason of contract, tort, strict liability, negligence or otherwise in no event shall ABT/LBS's liability to customer exceed the price of ordered equipment stated in this order.

Maintenance Service

Beginning on Effective Date, Astro Business Technologies/Lucas Business Systems agrees to provide, from 8:00 AM to 5:00 PM Monday through Friday, the availability of maintenance service while the machines are located within Alameda, Contra Costa, Lake, San Francisco, Santa Clara, Sonoma, Solano, San Mateo, Sacramento, Napa, Mendocino, Marin Counties, Amador, Calaveras, Stanislaus, Tuolumne, San Joaquin, or Merced Counties. Maintenance service to keep the machines in, or restore the machines to, good working order includes preventive maintenance based on the specific needs of individual machines as determined by Astro Business Technologies/Lucas Business Systems. Maintenance service also includes lubrication, adjustments and replacements of maintenance parts, all as deemed necessary by Astro Business Technologies/Lucas Business Systems.

Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Astro Business Technologies/Lucas Business Systems. The Customer agrees to provide suitable environment for the machines as specified by Astro Business Technologies/Lucas Business Systems, including adequate space, electrical power, air conditioning and humidity control, and to provide Astro Business Technologies/Lucas Business Systems full and free access to the machines to provide maintenance service. Customer is responsible to implement appropriate safeguards for Customer's data.

Charges

For each machine, Customer agrees to pay a maintenance charge plus applicable taxes for the period of time specified (Period) and for each successive Period while the machine is under this Agreement.

For usage plan machines, Customer agrees to pay an Additional Maintenance Charge for the Units of Usage per Period, as measured by a Astro Business Technologies/Lucas Business Systems meter, multiplied by the applicable Additional Maintenance Charge Rate(s).

Customer agrees to promptly submit to Astro Business Technologies/Lucas Business Systems the meter reading for each usage plan machine as of the close of the last work day of the applicable Period.

Additional Maintenance Charges, if any, will be invoiced in the month following the Period in which they are incurred. Payment terms will be specified in the invoice.

Any special pricing is good for one year only and reverts to this schedule for years two and beyond. Astro Business Technologies/Lucas Business Systems may increase the Maintenance Charge without notice on each annual anniversary date of this contract.

Either party may withdraw any or all machines from this Agreement at any time by providing written notice one month in advance.

Services not Included in Maintenance Charge

The services listed in this section, if available and practical for the Astro Business Technologies/Lucas Business Systems to render, will be provided by Astro Business Technologies/Lucas Business Systems under this Agreement, and the Customer agrees to pay travel expenses and parts price plus travel, waiting and service time at Astro Business Technologies/Lucas Business Systems' applicable hourly rate, and minimum charges. The following services are not considered maintenance service as described in the section entitled "Maintenance Service"

The repair of damage, replacement of maintenance parts, or any increase in service time, caused by accident, disaster, neglect, abuse, misuse, use of the machines for purpose other than for which designed, transportation, alterations, attachments, accessories, use of non-Astro Business Technologies/Lucas Business Systems parts or supplies, non-Astro Business Technologies/Lucas Business

General

Services provided under this Agreement do not assure uninterrupted operation of the machines and Astro Business Technologies/Lucas Business Systems is not responsible for failure to render services due to causes beyond its control.

Variance from the terms and conditions of this Agreement in any Customer order or other written notification will be of no effect. This agreement is not assigned without prior written consent of Astro Business Technologies/Lucas Business Systems. Any attempt to assign any of the rights, duties or obligations of the Agreement without such consent is void.

No action, regardless of its form, which arises out of this Agreement, may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for nonpayment, more than two years from the date the last payment was due.

The Customer represents that the Customer is either the owner of the machines by this Agreement or authorized by the owner to include them under this Agreement.

Date: _____ Initial: _____

Lodi, City Of Inc. V 11.07.29

State & Local Government Lease Agreement

This State & Local Government Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Finance LLC.

Product/Equipment Description

Quantity

Description

1 Xerox WorkCentre 7530 MFP

1 Xerox WorkCentre 6400 MFP

1 Xerox Phaser 3635 MFP

For additional equipment and accessories, attach addendum.

Product/Equipment Address

Title/Purchase Option

If no box is checked or if both boxes are checked, Title Option A will apply:

☒ Title Option A - Title to the Products/Equipment will be in Lessee's name during the Lease Term

☐ Title Option B - Title to the Products/Equipment will be in Lessor's name during the Lease Term

Check applicable box:

☐ Fair Market Value

☒ \$1.00 Purchase Option ☐ Other _____

Term and Lease

Lease Payment \$247.00 (plus taxes, if applicable)Term (Months) 60

Payment Frequency Monthly

Variable Payment Schedule if applicable:

(Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$75.00 (due with first invoice)

Total Cash Price: \$

Annual Rate of Interest:

Additional Provisions:

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

LESSOR: CIT Finance LLC
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature

Date Signed

Printed Name

Print Title

Lessee

Lodi, City of Inc

Lessee Legal Name

Lodi Public Library

Lessee "Doing Business As" Name

201 W. Locust St

Billing Street Address

Lodi, Ca. 95240

Billing City, State, Zip

Andrea Woodruff

Billing Contact Name & Phone No.

209-333-5505

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS LEASE:

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE; (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE; (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THE STATE OF UTAH. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

LESSEE SIGNATURE

Lodi, City of Inc.

Lessee Legal Name

X

Authorized Signature

X

Date Signed

X

Print Signer's Name

Print Signer's Title

Federal Tax ID Number

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the products/equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase contract ("Purchase Contract") with any supplier, you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

5. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

7. **TITLE; SECURITY INTEREST.** If Title Option A in this Lease has been chosen, you will hold title to the Equipment in accordance with the Supply Contract. If Title Option B in this Lease has been chosen, we will hold title to the Equipment. If (a) you have not terminated this Lease in accordance with Section 16 of this Lease and (b) no Default exists, then upon your payment to us of all Lease Payments and other amounts due under this Lease, at the end of the term of this Lease, you will be entitled to our interest in the Equipment, "AS IS, WHERE IS" without any warranty or representation from us, express or implied, other than the absence of any liens by, through or under us. To secure payment of all amounts due to us, to the extent permitted by law, you grant us and our assigns a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You will delivery to us signed financing statements or other documents we request to protect our interest in the Equipment.

8. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations, including but not limited to, providing and maintaining property insurance required under Section 6 of this Lease on the Equipment, under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principal balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

12. **LEASE PAYMENTS; PREPAYMENT OPTION.** You agree to pay us the Lease Payments, including both the principal and interest portions (the amount of principle and interest included in each Lease Payment has been, and will be determined according to the standard actuarial method of).

If you give us 30 days' prior written notice and no Default exists, you may prepay and terminate this Lease by paying us on any Lease Payment due date the Lease Payment and any other amounts then due under this Lease, the unpaid principal balance as of such date, and a service charge related to the prepayment of this Lease. If you fulfill such conditions, you will be entitled to our interest in the Equipment as set forth in Section 7. of this Lease.

13. **INDEMNIFICATION.** To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

14. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

15. **FUNDING INTENT.** You reasonably believe that funds can be obtained to make all Lease Payments during the Term and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Agreement shall be construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided further that if your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. It is your intent to make Lease Payments for the full Term if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

16. **NONAPPROPRIATION OF FUNDS.** In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder), and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and this Agreement shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 16 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Notwithstanding the foregoing, you agree that (a) you will terminate this Lease under the provisions of this section 16 if any funds are appropriated to you, or by you, for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment for the fiscal period in which such termination would occur, (b) you will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment or services; and (c) to the extent permitted by law, you will not expend or commit any funds for the purchase, acquisition or use of other equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Equipment. This Section 16 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

17. **AUTHORITY AND AUTHORIZATION.** You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Lease; (c) this Lease has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease; (e) the entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Lease; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Lease and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 17 each time you execute a Lease. Contemporaneously with your execution of this Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (j) of this Section 17.

18. **GOVERNMENT USE. YOU REPRESENT, WARRANT AND COVENANT AS FOLLOWS: (A) YOU SHALL COMPLY WITH THE INFORMATION REPORTING REQUIREMENTS OF §149(e) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (CODE), INCLUDING BUT NOT LIMITED TO, THE EXECUTION (AND DELIVERY TO US) OF INFORMATION STATEMENTS REQUESTED BY US; (B) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS AGREEMENT, OR ANY TRANSACTION HEREUNDER, TO BE AN ARBITRAGE BOND WITHIN THE MEANING OF §148 OF THE CODE; (C) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THIS AGREEMENT, OR ANY TRANSACTION HEREUNDER, TO BE A PRIVATE ACTIVITY BOND WITHIN THE MEANING OF §141 OF THE CODE; (D) YOU SHALL NOT DO, CAUSE TO BE DONE OR FAIL TO DO ANY ACT IF SUCH ACT OR FAILURE TO ACT WILL CAUSE THE INTEREST PORTION OF THE LEASE PAYMENTS TO BE OR BECOME SUBJECT TO FEDERAL INCOME TAXATION UNDER THE CODE, EXCEPT AS SUCH INTEREST PORTION MAY BE TAKEN INTO ACCOUNT AS AN ADJUSTMENT IN DETERMINING THE ALTERNATIVE MINIMUM TAX AND ENVIRONMENTAL TAX IMPOSED ON CORPORATIONS; AND (E) YOU SHALL BE THE ONLY ENTITY TO OWN, USE OR OPERATE THE EQUIPMENT DURING THE TERM. YOU SHALL BE DEEMED TO HAVE REAFFIRMED THE REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH IN THIS SECTION 18 EACH TIME IT EXECUTES ANY FUNDAMENTAL AGREEMENT (AS DEFINED IN SECTION 17). IF YOU BREACH ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS LEASE AND, AS A RESULT OF SUCH BREACH, THE INTEREST PORTION OF ANY LEASE PAYMENT BECOMES INCLUDEABLE IN GROSS INCOME OF ANY OWNER THEREOF FOR FEDERAL INCOME TAX PURPOSES, YOU SHALL PAY US PROMPTLY AFTER SUCH DETERMINATION OF TAXABILITY AND ON EACH LEASE PAYMENT DUE DATE THEREAFTER, AN ADDITIONAL AMOUNT DETERMINED BY US TO COMPENSATE US FOR THE LOSS OF SUCH EXCLUDABILITY (INCLUDING, BUT NOT LIMITED TO, COMPENSATION RELATING TO INTEREST EXPENSE, PENALTIES OR ADDITIONS TO TAX), WHICH DETERMINATION SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.**

19. **CHOICE OF LAW.** This Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state in which you are located. If any provision of this Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease or any Equipment or Payment Schedule. This Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
FIVE-YEAR COPIER LEASE AND MAINTENANCE AGREEMENT
FOR THE LIBRARY STAFF COPIER AND PRINTING SOLUTIONS
FOR THE PUBLIC WITH LUCAS BUSINESS SYSTEMS, AND
FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE
THE CONTRACT

=====

WHEREAS, the Lodi Public Library currently has a staff networked black-and-white copier that is more than 12 years old and frequently in need of service; and

WHEREAS, the library provides two networked printers — one black-and-white and one color — for library patrons using 24 networked public access computers; and

WHEREAS, the current annual expense for these copying and printing solutions is approximately \$6,100; and

WHEREAS, the library received a thorough response to its request for quotation on leasing and maintenance of copy/print equipment for both staff and public use from Lucas Business Systems; and

WHEREAS, the proposed equipment includes:

1. A networked staff black-and-white and color copier/printer with full capabilities; and
2. A networked public black-and-white and color copier/printer; and
3. A networked public printer for backup.

WHEREAS, the annual total for providing copy/printing capabilities to both staff and public under this proposal is \$4,144; and

WHEREAS, the estimated annual revenue from the public printing service is \$3,500, offsetting the cost of the lease agreement and resulting in an estimated savings of \$5,000 over five years.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve a five-year copier lease and maintenance agreement for Lodi Public Library staff copier and printing solutions for the public with Lucas Business Systems;

BE IT FURTHER RESOLVED, that the Lodi City Council hereby authorizes the City Manager to execute the contract with Lucas Business Systems on behalf of the City of Lodi in an amount not to exceed \$4,144.00 annually.

Date: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the Lodi City Council in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Memorandums of Understanding between the City of Lodi and the AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance and Operators Units for the Period January 1, 2012 through December 31, 2013.

MEETING DATE: March 21, 2012

PREPARED BY: Human Resources Manager
Deputy City Attorney

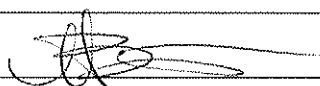
RECOMMENDED ACTION: Adopt Resolution approving Memorandums of Understanding between the AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance and Operators Units for the period January 1, 2012 through December 31, 2013.

BACKGROUND INFORMATION: The Memorandums of Understanding (MOU) between the City of Lodi and AFSCME expired on December 31, 2011. The principle components of the MOU's (as included in Exhibit A and Exhibit B) are as follows:

- The terms and conditions of this MOU shall be from January 1, 2012 through December 31, 2013.
- Employees will continue to pay 1 percent of the employee's share of retirement through December 31, 2012. Employees will also have 72 hours unpaid furloughs from July 1, 2012 to December 31, 2012. Beginning January 1, 2013 employees agree to pay 3.3 percent share of their retirement costs and have 96 hours of unpaid furloughs through December 31, 2013. Beginning December 31, 2013 employees agree to pay the full 7 percent share of retirement costs and there will be no further unpaid furlough days.
- The City and AFSCME agree to reopen the MOU to conclude negotiations on a two-tier retirement plan (2 percent at 60) when other units conclude negotiations.
- AFSCME agrees that the City will not increase the City's contribution to employee's medical costs during the term of this agreement except as noted in the MOU for individuals earning \$40,000 or less.
- The City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively).
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

FISCAL IMPACT: It is estimated that the provisions of this MOU will save the City \$1,605,000 over the term of the agreement.

APPROVED: _____


Konradt Bartlam, City Manager

FUNDING AVAILABLE: Necessary funding will be included in each fiscal year budget.



Jordan Ayers, Deputy City Manager/Internal Services Director



Dean Gualco, Human Resources Manager

Attachments

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE MEMORANDUMS OF
UNDERSTANDING BETWEEN THE CITY OF LODI AND
THE GENERAL SERVICES AND MAINTENANCE AND
OPERATORS UNITS

=====

WHEREAS, representatives from the City of Lodi and AFSCME Council 57 Local 146-AFL-CIO General Services and Maintenance and Operators Units have bargained in good faith for the purpose of amending certain articles of the Memorandums of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the attached Memorandums of Understanding (Exhibit A and Exhibit B) between the City of Lodi and AFSCME Council 57 Local 146-AFL-CIO for the General Services and Maintenance and Operators Units; and

BE IT FURTHER RESOLVED that said Memorandums of Understanding shall be effective for the period January 1, 2012 through December 31, 2013.

Date: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the Lodi City Council in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

GENERAL SERVICES UNIT

January 1, 2012 - July 1, 2008—December 31, 20130

~~12/10/08~~~~2012-13~~2008-2010**TABLE OF CONTENTS****Page #****CHAPTER 1 – SALARIES AND OTHER COMPENSATION**

Article I	Salary	4
Article II	Compensatory Time	5
Article III	Court Appearances	5
Article IV	Deferred Compensation	6
Article V	Education Incentives	6
Article VI	Bilingual Pay	6
Article VII	Flexible Spending	76
Article VIII	Mileage Compensation	76
Article VIII IX	Overtime	7
Article IX	Temporary Upgrade	8
Article XI	Tools and Uniform Allowance	98
Article XII	Tuition Reimbursement	109
Article XIII	Workers' Compensation	109

CHAPTER 2 – LEAVES

Article XIII	Administrative Leave	10
Article XIV	Catastrophice Leave	110
Article XV	Bereavement Leave	121
Article XVI	Holidays	121
Article XVII	Leave of Absence	132
Article XVIII	Sick Leave	143
Article XIX	Vacation Leave	143

CHAPTER 3 – INSURANCE AND RETIREMENT

Article XX	Chiropractic	165
Article XXI	Dental Insurance	165
Article XXII	Life Insurance	165
Article XXIII	Long Term Disability	165
Article XXIV	Medical Insurance	16
Article XXV	PERS	196
Article XXVI	Sick Leave Conversion	197
Article XXVII	Vision Insurance	2149

CHAPTER 4 – SAFETY

Article XXVIII	Safety/Safety Boot Provisions	220
----------------	-------------------------------	-----

CHAPTER 5 – WORK HOURS, SCHEDULES, MEALS

Article XXIX	Hours	231
Article XXX	Meals	231

~~12/10/08~~2012-13~~2008-2010~~**CHAPTER 6 – ASSOCIATION / CITY ISSUES**

Article XXXI	Association Leave	<u>253</u>
Article XXXII	Changes in Memorandum	<u>253</u>
Article XXXIII	City Rights	<u>253</u>
Article XXXIV	Employee Representation	<u>264</u>
Article XXXV	Grievance Procedure	<u>297</u>
Article XXXVI	Mutual Consent Contingency	<u>320</u>
Article XXXVII	No Strikes	<u>320</u>
Article XXXVIII	Probationary Period	<u>320</u>
Article XXXIX	Promotion	<u>331</u>
Article XL	Seniority	<u>331</u>
Article XLI	Shop Stewards	<u>332</u>
Article XLII	Status	<u>332</u>
Article XLIII	Layoff	<u>343</u>
Article XLIV	Term	<u>343</u>

Attachment A – Salary Schedule effective 12/18/2009~~Attachment B – Classification Review~~

~~12/10/08~~~~2012-13~~2008-2010

~~City of Lodi~~
~~And~~
~~AFSCME – General Services Unit~~
~~2008-2010~~

Chapter 1 - Salaries and Other Compensation

ARTICLE I – SALARY

~~8.6~~Effective December 8, 2008, employees shall receive an adjustment of 3% wage increase.

1.1 Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 –December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 –December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.

~~8.7~~Effective the first pay period, in which July 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no greater than 3%. If the City of Lodi General Fund Revenues for the period 07/01/08 to 06/30/09, as reflected in the Comprehensive Annual Financial Report, do not show revenue increases of at least 1% from the previous fiscal year (using fiscal year audited financial statements) then AFSCME and the City of Lodi will reopen negotiations with regard to cost of living adjustments.

~~8.8~~The City and AFSCME agree to meet and confer on benchmarks and what benefits and compensation to be used in the next survey for the subsequent MOU conducted in 2010.

1.1 The City and AFSCME shall conduct a comprehensive salary, benefits and compensation survey of the fifteen cities listed ~~city~~below listed in section 1.6. The compensation Salaries survey will gather data from these listed cities with an effective date of September 1, 2013, or 90 days before the ~~will be based upon the~~

~~12/10/08~~~~2012-13~~2008-2010

~~salary in effect expiration of the MOU as July 1, 2010. The City also agrees that the survey will be completed by September 1, 2010.~~

1.2 Fixed furlough days will be in accordance with Exhibit D – Furlough Calendar.

~~For comparison purposes, the recognized survey cites are as follows. The fifteen cities to be surveyed are as follows:~~

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

~~1.34- If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit. This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.~~

~~If any City bargaining unit and the City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2012 (or April 2013), this unit will receive the same benefit~~

~~1.5 The City of Lodi agrees to conduct a job analysis for the classification of Administrative Secretary during the term of this MOU.~~

ARTICLE II – COMPENSATORY TIME

~~e2.1~~ Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate for overtime worked.

~~e2.2~~ The decision to elect compensatory time or overtime pay may be made each time overtime is worked.

2.3 No more than one hundred forty-four (144) hours ~~180 hours~~ of compensatory time may be carried on the books at any time.

~~e2.4~~ An employee's decision to elect compensatory time instead of overtime pay is irrevocable.

~~e2.5~~ Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.

ARTICLE III – COURT APPEARANCES

3.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand

~~12/10/08~~~~2012-13~~2008-2010

jury service such as that service in San Joaquin County is not covered by jury duty leave.

- 3.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.
- 3.3 Employees assigned to shift work shall not be scheduled for regular work during the 12 hours preceding the scheduled time for jury duty.
- 3.4 If an employee has had jury duty of six hours or more during a 16 hour period immediately preceding the beginning of or following the end of his/her regular work hours on a work day, he/she will be given a rest period of six consecutive hours.
- 3.5 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half time his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employees, the Department Head designee must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE IV – DEFERRED COMPENSATION

- 4.1 The City shall match contributions by General Services employees to a deferred compensation program up to a maximum of 3.0% of the employee's gross salary beginning in the pay period that July 1, 2012 falls.

ARTICLE V – EDUCATION INCENTIVES

- ~~5.1~~ Employees in sub professional engineering positions having the following certificates will receive an additional \$23.08 per pay period:

Engineer in Training
Land Surveyor in Training
Land Surveyor

- ~~6.5~~ This incentive in this subsection is limited to employees hired prior to the execution of this MOU.

ARTICLE VI – BILINGUAL PAY

- ~~6.1~~ Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall

12/10/082012-13²⁰⁰⁸⁻²⁰¹⁰

receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE VII – FLEXIBLE SPENDING ACCOUNT

~~6-17.1~~ The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

7.2 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City’s presentation of a Cafeteria plan.

The City’s proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.

ARTICLE VIII – MILEAGE COMPENSATION

Employees using their personal automobile for City business, with their department head’s approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies.

Allowance increases shall be effective the first day of the month following the determination of an increase by the IRS.

ARTICLE VIII – OVERTIME

~~8-19.1~~ Overtime work paid at the time and one half rate, is work performed by an employee outside his or her regular work hours, and includes time worked:

~~11.1~~ In excess of forty (40) hours in a work week.

~~11.2~~ In excess of eight (8) hours in a work day.

~~11.3a.~~ Time worked outside of regular hours of work on a work day unless notification has been made in accordance with Section 29.1 and 29.2.

~~11.4b.~~ Time worked on a non-work day.

Time worked on a holiday will be paid at time and one-half rate. Hours worked on a holiday, as part of an employee’s regular work schedule shall be compensated as above, plus regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU.

Overtime work paid at the double time rate is work performed in excess of twelve (12) hours, between 12 midnight and 12 midnight on any given day, or for any hours between the hours of 12 midnight and 6:00 a.m. Phone call lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the

~~12/10/08~~~~2012-13~~2008-2010

~~appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate.~~

~~Hours worked on a holiday, as part of an employee's regular work schedule shall be compensated as above, plus regular straight time pay.~~

~~8.29.2~~ Employees who are required to report for prearranged work on their non-work _____ days or holidays shall be compensated at the overtime rate for actual hours _____ worked, but in no event shall they be paid for less than three (3) hours.

~~8.39.3~~ **REST PERIOD**

If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours, on a work day, he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.

~~8.49.4~~ Compensation paid to employees called out in emergency situations, outside their _____ regular work hours, shall be a minimum of three (3) hours pay at the overtime _____ rate. Additional call outs, during that day, shall be compensated at the overtime _____ rate for actual hours worked with a one hour minimum. Only one call out _____ between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be _____ compensated at the minimum three hour period.

~~8.59.5~~ When, at the request of the Supervisor in charge, an employee reports for _____ prearranged overtime:

~~a.~~ On work days outside of regular work hours, shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into regular work hours, shall be paid overtime compensation only for actual work time up to regular work hours.

~~b.~~ On non-work days or on holidays, shall be paid overtime compensation for actual work time in connection therewith.

For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of preceding work period on a work day.

~~14.19.6~~ Those employees (Animal Services Supervisor) serving on an on-call basis shall _____ be compensated \$25.00 per week.

ARTICLE IX – TEMPORARY UPGRADE

~~18~~ Any General Services employee who is assigned to a higher classification by the Department Head or designee to a higher classification in the absence of the incumbent

~~12/10/08~~~~2012-13~~2008-2010

~~than their regular classification shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the "E" step of the classification to which the employee is temporarily upgraded. This provision shall only apply when such time worked is 8 hours or more in the assigned higher classification and shall be retroactive to the beginning of the 8-hour period.~~

ARTICLE XI – TOOLS AND UNIFORM ALLOWANCE

~~11.1~~ The City agrees to provide all necessary uniforms and safety equipment for the following classifications in the General Services Unit and provide a quarterly uniform allowances of \$150 (except to Senior Storekeeper):

- Administrative Clerk – Community Improvement
- Animal Services Supervisor
- Animal Services Officer
- Community Improvement Officer I/II
- Field Services Representative
- Field Services Supervisor
- Meter Reader
- Parking Enforcement Assistant
- Police Records Clerk I/II
- Police Records Clerk Supervisor
- Senior Storekeeper
- ~~Storekeeper~~
- Supervising Code/Community Improvement Officer

~~10.2~~ Quarterly uniform allowances of \$150 shall be provided to the following General Services classifications:

- ~~Administrative Clerk – Community Improvement~~
- ~~Animal Services Officer~~
- ~~Animal Services Supervisor~~
- ~~Community Improvement Officer I/II~~
- ~~Field Services Representative~~
- ~~Meter Reader~~
- ~~Parking Enforcement Assistant~~
- ~~Police Records Clerk I/II~~
- ~~Police Records Clerk Supervisor~~
- ~~Supervising Code/Community Improvement Officer~~

The uniform allowance shall be paid quarterly as part of the last bi-weekly payroll in the months of March, June, September, and December.

~~10.3~~ ~~11.2~~ The City and the AFSCME mutually agree that the City shall purchase appropriate foul-weather coats and boots as deemed necessary for field personnel.

~~12/10/08~~~~2012-13~~2008-2010**ARTICLE XII – TUITION REIMBURSEMENT**

~~11.1~~ Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU. ~~City's Tuition Reimbursement Policy Dated July 1, 2003. If the Fire and Mid-Management units both accept a lower amount than the current amount, AFSCME will accept the new amount effective upon ratification by the City.~~

~~11.2~~ In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the AFSCME reserve the right to negotiate wage adjustments for affected classification.

ARTICLE XIII – WORKERS' COMPENSATION

~~12.1~~ The City and AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Workers' Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers' Compensation benefit criteria, the employees upon receiving said benefits such paid by Workers' Compensation shall also receive compensation from the City in an amount that when added to the Workers' Compensation payment shall equal the employees regular salary. The amount paid by the city shall, after the period from the date of injury and date of eligibility, be charged to the employee's sick leave account. The employee's regular deductions shall be made from the amount paid by the City.

~~12/10/08~~~~2012-13~~2008-2010

Chapter 2 - Leaves

ARTICLE XIII – ADMINISTRATIVE LEAVE

~~13.1 It is understood and mutually agreed that employees historically receiving Administrative Leave benefits are exempt from the overtime provisions of this Article. The classifications affected are as follows:~~

~~Junior Planner Junior Engineer Librarian I/II
Assistant Planner Assistant Engineer
Associate Planner Associate Civil Engineer~~

~~13.2 The City and AFSCME will meet and confer over the FLSA exempt/non-exempt status of the above classifications prior to the expiration of this MOU.~~

ARTICLE XIV – CATASTROPHIC LEAVE

~~14.1 Catastrophic Leave will be provided as stated in the City's current policy Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.~~

~~14.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability.~~

Family cat leave

~~Catastrophic Leave will be available for all unit members who by reason of verifiable long term illness or injury exhaust all employee benefits. Catastrophic Leave will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.~~

~~14.2 Employees receiving Long Term Disability are not eligible for Catastrophic Leave benefits.~~

~~14.3 Donations shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum of four (4) hours and are irrevocable.~~

EXAMPLE:

~~Jane Doe, Recreation Supervisor donated 8 hours of leave to Joe Smith, Laborer:~~

~~Jane Doe makes \$18.99/hour $\$18.99 \times 8 \text{ hrs} = \151.92~~

~~Joe Smith makes \$10.41/hour $\$151.92 \div \$10.41 = 14.59 \text{ hours}$~~

~~Joe Smith will be able to utilize 14.59 hours from Jane Doe's request.~~

~~12/10/08~~~~2012-13~~2008-2010

~~14.4 Catastrophic Leave will be administered in accordance with the Catastrophic Leave Policy and Procedure. (See Catastrophic Leave Policy and Procedure Dated February 5, 2003). In addition to employees, spouses and dependent children, Catastrophic Leave may also be used for parents.~~

~~14.5 To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than six (6) consecutive months.~~

~~14.6 An employee denied Catastrophic Leave by Human Resources may appeal to the City Manager.~~

ARTICLE XV – BEREAVEMENT LEAVE

15.1 Regular Employees shall be granted 3 days~~24 hours~~ of bereavement leave per calendar incident~~year~~ to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral. The immediate family shall be limited to an employee's:

spouse	parent	grandparent	grandparent-in-law
parent-in-law	child	grandchild	son-in-law
sister	stepchild	brother	daughter-in-law
half-brother	half-sister	foster parents	<u>brother</u>
<u>sister</u>			

or a more distant relative who was a member of the employee's immediate household at the time of death.

15.2 A regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days for classifications in the General Services Unit.

ARTICLE XVI – HOLIDAYS

16.1 Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

~~12/10/08~~~~2012-13~~2008-2010

Employees receive holiday pay if/when they work on the above City-recognized national holiday.

In addition, each employee shall be granted an additional thirty-two-six (36~~2~~) hours of holiday leave (floating holiday) to be taken off at a time mutually agreed upon between the employee and the department head. Holiday leave cannot be carried over into the following calendar year.

16.2 Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

16.3 Bargaining unit members will be granted a day off on the Saturday and Sunday preceding any holiday observed by the City and the Library on a Monday. Bargaining unit members will also be granted a day off on the Saturday and Sunday following the observance of a Saturday holiday on the preceding Friday by the City and the Library. Bargaining unit members will also be granted a day off on Easter Sunday.

16.4 Holiday time may be taken in quarter hour increments.

ARTICLE XVII – LEAVE OF ABSENCE

~~17.1~~Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU. ~~The City and the AFSCME mutually agree that the inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.~~

~~17.2~~The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a regular employee is not impaired by such leave of absence.

~~17.3~~City employees who are working are entitled to use sick leave, vacation leave, administrative leave, or long-term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long-term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the City may require a verification of the extent of disability through a

~~12/10/08~~~~2012-13~~2008-2010

~~physical examination of the employee by a physician appointed by the City at City expense.~~

~~17.4 An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position or to a position comparable to that held at the time the leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.~~

~~17.5 An employee seeking pregnancy/disability/family care leave shall be required to provide a request in writing (not less than four weeks) to the Supervisor of the anticipated date upon which leave shall commence and end, although the commencement date may vary according to the employee's actual disability.~~

~~17.6 Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, compensatory time off, administrative leave, or long-term disability leave such that the employee is no longer in a pay status shall not receive employer paid employment benefits.~~

~~Employees place in a Leave Without Pay status due to disability will continue to receive a three-month (3) extension of:~~

~~(1) Medical coverage following the month in which the employee is placed in such status. Other benefits include:~~

~~(2) Dental, Vision, or Medical coverage past the three-month extension period, may be continued at the employee's expense.~~

ARTICLE XVIII – SICK LEAVE

18.1 Effective December 8, 2003, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. ~~(12 days per year).~~

18.2 Sick leave may be accumulated up to an unlimited amount.

18.3 Employees will be able to use family sick leave for parents of children not residing with the employee consistent with City policy regarding ~~of use of~~ family sick leave for a family members illnesses.

ARTICLE XIX – VACATION LEAVE

19.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hours per pay period	(10 days per year)
6 th year	4.62 hours per pay period	(15 days per year)
12 th year	5.24 hours per pay period	(17 days per year)
15 th year	6.16 hours per pay period	(20 days per year)
21 st year	6.47 hours per pay period	(21 days per year)
22 nd year	6.78 hours per pay period	(22 days per year)

~~12/10/08~~~~2012-13~~2008-2010

23 rd year	7.09 hours per pay period	(23 days per year)
24 th year	7.40 hours per pay period	(24 days per year)
25 th year & over	7.71 hours per pay period	(25 days per year)

19.2 If a conflict arises in the scheduling of vacations for employees in the same classification, the conflict shall be resolved in favor of the employee with the greatest seniority. The senior employee shall receive first choice in any scheduling period.

19.3 For all persons hired after September 1, 1995 the maximum vacation accrual will be 6.16 hours per pay period.

19.4 The maximum amount of unused vacation hours that an employee may accrue, at any given time is twice the employee's annual vacation entitlement. Whenever an employee's unused, accrued vacation has reached this maximum accrual amount, the employee shall stop accruing any additional vacation. Accrual will automatically resume once the employee uses some vacation and the accrual balance falls below the maximum accrual amount.

~~12/10/08~~2012-13~~2008-2010~~

Chapter 3 – Insurance and Retirement

ARTICLE XX – CHIROPRACTIC

~~20.1~~The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXI – DENTAL INSURANCE

21.1 Employees are provided fully paid family dental insurance.

21.2 Maximum benefits are \$1,000 for each family member enrolled in the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXII – LIFE INSURANCE

A life insurance program providing \$10,000 term life insurance which includes a \$10,000 Accidental Death and Dismemberment coverage for the employee. Said amount of insurance to reduce to \$6,500 at age 70, and to decrease to \$5,000 at age 75. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children to 23rd birthday, and dependent handicapped children shall be covered for \$1,500 insurance. Children under 6 months shall be provided with \$150 life insurance.

The City will provide an additional \$25,000 of Accidental Death and Dismemberment insurance for each member in the General Services Unit.

~~22.1 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.~~

ARTICLE XXIII – LONG TERM DISABILITY

23.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability. ~~Long-term disability benefits are coordinated with other benefits during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.~~

23.2 The maximum length of coverage is three years from date of disability.

ARTICLE XXIV – MEDICAL INSURANCE

24.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost

12/10/082012-13~~2008-2010~~

PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1, 2012.

The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council.

If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

~~Employees who earn less than \$40,000 annually, based on an adjusted gross salary (gross salary less furlough adjustment), shall be entitled to receive up to 3% of the increase in medical costs for the lowest cost PERS HMO in effect January 2012, for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44), less \$80 for a family category of Employee+1 or \$104 for a family category of Family~~

24.2 Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,00.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from Cal PERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).

~~12/10/08~~~~2012-13~~2008-2010

- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

~~The City agrees to provide medical insurance through the CalPERS Health Program. City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective January 19, 2004, employees shall contribute \$80.00 per month for Employee plus One and \$104.00 per month for full family coverage.~~

~~24.224.3~~ Employees shall be eligible for medical insurance the first day of the month _____ following the date the employee becomes a full-time regular employee of the City _____ of Lodi.

~~24.2~~ Effective December 8, 2008, if an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to the employee's deferred compensation account to equal one half of the medical insurance premium that would have been paid by the City of Lodi. A single employee who can show proof of group insurance will be eligible for this provision at one half (1/2) of the current amount. The dollar amount shall not increase during the term of the MOU. In order to qualify for this provision, proof of group insurance must be provided to the City.

~~24.3~~ If an employee has no dependents the City will contribute \$25.00 per pay period to the employees deferred compensation account. This will remain effective through June 30, 2009.

~~24.324.4~~ The City shall pay 100% of the premiums or up to the maximum City payment _____ noted above for health and dental benefits for the unmarried surviving spouse and _____ any minor children of any members of this unit who is killed or dies during the _____ performance of official duties. This benefit terminates if the surviving spouse _____ remarries, the children reach the age of 1826, or other medical insurance becomes _____ available.

~~_____ The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.~~

~~The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members.~~

~~12/10/08~~2012-13~~2008-2010~~**ARTICLE XXV – PERS**

25.1 The City agrees to provide the following PERS retirement program and to pay the employer's cost:

- (a) PERS "2% at 55" full formula retirement benefits plus the following additional options:
- (b) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298).
- (c) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).
- (d) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and 21263.3).
- (e) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- (f) Military Service Credit as Public Service (Section 21024).
- (g) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- (h) 50% survivor continuation in the event of death after retirement.

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012 – 1%

January 1, 2013 through December 30, 2013 – 3.3%

December 31, 2013 and thereafter – 7.0 %

~~25.2~~ ~~7.2~~ The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan. ~~On January 3, 1983, in lieu of any other salary adjustments which otherwise may have been agreed upon in this Unit, the City agreed to pay into each employee's PERS account 7% of the employees base salary.~~

ARTICLE XXVI – SICK LEAVE CONVERSION

26.1 For all unused sick leave, a represented employee with ten years of employment with the City shall receive medical insurance coverage upon retirement (but not upon resignation or termination) using one of the following options:

~~12/10/08~~~~2012-13~~²⁰⁰⁸⁻²⁰¹⁰**Option #1 – Conversion**

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2.5% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ years of coverage}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 –Bank

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2.5% will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE

Robert Smith retires with 20 years of service and 1800 hours of unused sick leave (multiplication factor - \$20.00).

$$1800 \times .75 \times 20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – Cash Out

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

- 26.2 In the event an active employee dies before retirement and that employee is vested in the sick leave conversion program, the surviving spouse will have an interest in one-half the value of the Bank option as calculated in section 26.1.

~~12/10/08~~~~2012-13~~2008-2010

- 26.3 Employees selecting option #1 or #2, who retiree on a service retirement shall have the option of purchasing at the employee's cost additional medical insurance sufficient to reach age 65.
- 26.4 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 26.1 of this Article.
- 26.5 The City agrees to modify its contract with PERS to add credit for unused sick leave per Government Code Section 20862.8. This benefit is available to all employees regardless of the date hired; however, it is the only sick leave conversion benefit available to employees hired after July 1, 1995. It is agreed that eight hours equals one day for purposes of determining days creditable. If an eligible employee opts to utilize the provisions of any section of article 26 other than 26.5, the City will report to PERS they have zero hours of unused sick leave.

ARTICLE XXVII – VISION INSURANCE

- 27.1 The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.

~~12/10/08~~~~2012-13~~²⁰⁰⁸⁻²⁰¹⁰

Chapter 4 – Safety

ARTICLE XXVIII – SAFETY/SAFETY BOOT PROVISIONS

~~28.1~~ The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

28.1 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December falls safety boot reimbursements with a receipt up to \$150.00 per fiscal year for the following classifications:

~~Associate Civil Engineer (2)~~ – (who do inspection/survey work)

~~Associate Traffic Engineer~~

~~Building Inspector I/II~~

Community Improvement Officer I/II

~~Engineering Technician I/II~~

~~Jr./Asst. Engineer~~

~~Public Works Inspector I/II~~

~~Purchasing Technician~~

~~Sr. Building Inspector~~

~~Sr. Engineering Technician (1)~~ (who do inspection/survey work)

~~Sr. Storekeeper~~

Supervising Code/Community Improvement Officer

~~Storekeeper~~

~~28.3~~ 28.2 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

~~28.4~~ Safety boots must be appropriate to the job classification and the specific work hazards for the work performed.

~~28.4~~ 28.3 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

~~28.5~~ 28.4 Employees performing duties/tasks without appropriate footwear may be sent home and additionally may be subject to disciplinary action.

~~12/10/08~~2012-13~~2008-2010~~

Chapter 5 – Work Hours, Schedules, Meals

ARTICLE XXIX – HOURS

29.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the Supervisor.

- (a) Employees of the Library may work a schedule which includes split days off. The hours of work shall vary according to a pre-posted work schedule.
- (b) Parking Enforcement Assistants and Animal Control personnel shall work a schedule which may provide at least one person to work each Saturday.
- (c) Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

29.2 Work schedules presently in effect shall remain in effect. Any change in work hours or work days shall be a meet and confer item.

ARTICLE XXX – MEALS

30.1 If the City requires an employee to perform work for one and one-half (1-1/2) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.

30.2 When the City requires employees to work on non-work days without notice, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at four (4) hour intervals thereafter.

30.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours,

~~12/10/08~~~~2012-13~~~~2008-2010~~

the City shall provide the employee with meals in accordance with the provisions of Section 30.1 hereof.

- 30.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular work hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 noon-6:30 p.m.

12/10/082012-13²⁰⁰⁸⁻²⁰¹⁰

Chapter 6 – Association / City Issues

ARTICLE XXXI – ASSOCIATION LEAVE

- 31.1 Whenever any employee is absent from work as a result of a formal request by the ~~AFSCME~~^{AFSCME} to send an employee to school to be involved in Association business, the City shall pay for all regular time lost and shall be reimbursed therefore by the ~~AFSCME~~ at the rate of one hundred and fifty percent (150%) of the employee's regular wage rate.
- 31.2 The City agrees to provide storage space to the ~~AFSCME~~ for association materials.

ARTICLE XXXII – CHANGES IN MEMORANDUM

- 32.1 The parties agree to reopen this MOU and to renew meeting and conferring on the subjects set forth herein during the term of this MOU only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU would continue in full force and effect unless and until they are also modified by statute, applicable regulation or order of Court, or agreement of the parties.

ARTICLE XXXIII – CITY RIGHTS

- 33.1 It is understood and agreed between the parties that nothing contained in this Memorandum shall be construed to waive or reduce any rights of the City, which include, but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions and boards.
- Set standards of service.
- Determine the procedures and standards of selection for employment.
- Direct its employees.
- Maintain the efficiency of governmental operations; to determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.

City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized

~~12/10/08~~~~2012-13~~2008-2010

employees organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXIV – EMPLOYEE REPRESENTATION

- 34.1 This Memorandum of Understanding (hereinafter referred to as MOU) is entered into between representatives of the City of Lodi (hereinafter referred to as City) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (AFSCME) for the General Services Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth in this Memorandum. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by the ~~AFSCME in Exhibit A.~~ These classifications are as follows:

Accounting Clerk I/II	Administrative Clerk
Administrative Clerk, Sr.	Administrative Secretary
Animal Services Supervisor	Animal Services Officer
Aquatics Coordinator	Building Inspector I/II
Building Inspector, Sr.	Buyer
Civil Engineer, Jr./Asst./Assoc.	Community Improvement Off. I/II
Customer Service Rep. I/II	Customer Services Rep., Sr.
Energy Specialist	Engineering Technician I/II
Engineering Technician, Sr.	
Field Services Representative	
Field Services Supervisor	
Finance Technician	
Information Systems Specialist	
Librarian I/II	
Library Assistant	
Library Assistant, Sr.	
Meter Reader	
Network Technician	
Parking Enforcement Assistant	Parks Project Coordinator
Permit Technician	
Planner, Jr./Asst./Assoc.	
Police Records Clerk I/II	

~~12/10/08~~~~2012-13~~2008-2010

~~Police Records Clerk Supervisor~~_____
~~Police Administrative Clerk, Sr.~~_____
~~Public Works Inspector I/II~~_____~~Purchasing Technician~~_____
~~Storekeeper~~_____~~Storekeeper, Sr.~~_____~~Utility~~
~~Billing & Collections Supervisor~~
~~Supervising Code/Community Improvement Officer~~

- 34.2 The City shall grant dues deduction to City employees who are members of the ~~AFSCME~~AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51~~Section 4, Rule 2 of City of Lodi Resolution No. 3344~~ entitled, ~~“Adopting Rules and Regulations to Implement Provisions of the Employee-Employer Relations Resolution.”~~

The ~~AFSCME~~ shall indemnify, defend, and hold the City of Lodi harmless against any claims made and against any suit instituted against the City of Lodi on account of check-off of said employee organization's dues. In addition, the ~~AFSCME~~ shall refund to the City of Lodi any amounts paid to it in error upon presentation of supporting evidence.

34.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.

In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration

~~12/10/08~~~~2012-13~~2008-2010

Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.

The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.

Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.

Payroll deductions shall be limited to the following choices:

- ☐ Union Membership Dues
- ☐ Agency Shop Fees
- ☐ AFSCME Voluntary Political Action Check Off (PEOPLE)
- ☐ Fair Share donations to the United Way Campaign

Fair Share donations are limited to employees with religious objections.

The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY'S compliance with this Article.

34.4 The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.

~~12/10/08~~~~2012-13~~2008-2010

- 34.5 No City employee or applicant for employment shall be discriminated against any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.
- 34.6 The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXV – GRIEVANCE PROCEDURE

- 35.1 This grievance procedure shall be used to process and resolve disputes regarding the interpretation or application of any of the terms and conditions of this MOU, letters of understanding, formal interpretations and clarifications executed by the ~~AFSCME~~AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and the ~~AFSCME~~ involving the interpretation, application or enforcement of the express terms of the MOU and other terms and conditions of employment and matter of discipline which includes demotion, suspension or discharge.

As used in procedure, the term “PARTY” means an employee, the ~~AFSCME~~, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the procedure.

- 35.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:
- (a) Interpretation or application of any of the terms of this MOU, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by the ~~AFSCME~~ and the City.
 - (b) Discharge, demotion, suspension, or discipline of an individual employee.
 - (c) Disputes as to whether a matter is proper subject for the Grievance Procedure.
 - (d) Disputes which may be of a “class action” nature filed on behalf of the ~~AFSCME~~AFSCME or the City. Class action grievances shall be in writing from the ~~AFSCME~~AFSCME to the City Manager or vice versa.

~~12/10/08~~2012-13~~2008-2010~~

- 35.3 STEP ONE: Discussion between the employee and/or the employee's representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis of the Grievance.
- 35.4 STEP TWO: If a grievance is not resolved in the initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days of the date the department head receives the written statement.
- 35.5 STEP THREE: If a Grievance is not resolved in STEP TWO, STEP THREE shall be the presentation of the Grievance, in writing, by the employee or his or her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in STEP TWO.
- 35.6 STEP FOUR: If the Grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five arbitrators from which the City and the ~~AFSCME~~AFSCME shall alternately strike names until one name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five arbitrators, the same request shall be made of the American Arbitration Association.

To insure that the arbitration process is as brief and economical as possible, the following guide lines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.

~~12/10/08~~2012-13~~2008-2010~~

- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.
- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

~~12/10/08~~2012-13~~2008-2010~~

35.7 Failure by either party to meet any of the aforementioned time limits as set forth in Sections 35.3, 35.4, 35.5, or 35.6 shall result in forfeiture by the failing party. Except, however, that the aforementioned time limits may be extended by mutual agreement. Grievances settled by forfeiture shall not bind either party to an interpretation of this MOU, nor shall such settlements be cited by either party as evidence in the settlement of subsequent grievances.

35.8 An employee may represent himself or herself at any step of the Grievance Procedure up to Step 3.

35.9 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVI – MUTUAL CONSENT CONTINGENCY

~~36.1~~This MOU may be amended any time during its life upon the mutual consent of the City and the AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXVII – NO STRIKES

~~37.1~~The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins” or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XXXVIII – PROBATIONARY PERIOD

38.1 All appointments to positions in the classified service shall be subject to a probationary period of twelve (12) continuous months of service. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee’s work for securing the most effective adjustment of an employee to his or her new duties, assignments and responsibilities in his or her new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed to be unsatisfactory, the employee shall be notified that he or she has not satisfactorily completed probation.

38.2 During the probationary period, all new hires shall have the rights and privileges afforded to other employees, except:

- 1) Vacation Leave – See Article XIX for vacation schedule.
- 2) The use of the Grievance Procedure to grieve termination.
- 3) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.
- 4) Probation shall be extended for the same time as any leaves of absence.

~~12/10/08~~2012-13~~2008-2010~~

38.3 In the event an employee is promoted and is rejected by the appropriate department head, he or she shall be reinstated to the position from which he or she was promoted unless he or she is discharged. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XXXIX – PROMOTION

~~39.1~~The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within consistent with the best interests of the City.

ARTICLE XL - SENIORITY

~~40.1~~Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- (a) Inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights.
- (b) On duty with the National Guard.
- (c) Is absent due to industrial disability.
- (d) On leave of absence.
- (e) Absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLI – SHOP STEWARDS

~~41.1~~The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and approval of his or her supervisor, leave the job during working hours for reasonable periods to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XLII – STATUS

~~42.1~~Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

12/10/082012-13~~2008-2010~~

- (a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full-time employment, except as provided for in the Rules for Personnel Administration, Article XI (Probationary Period).
- (b) A probationary employee is defined as an employee hired for a full-time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve month of continuous full-time service with the City, a probationary employee shall be given the status of a regular employee.
- (c) A temporary employee is an employee hired on a full-time basis to fill a full-time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.
- (d) ~~A contract employee is an employee hired on a part-time or full-time basis to perform a specific task or function for a limited duration. Such employees do not have rights to further employment with the City.~~

ARTICLE XLIII – LAYOFF

~~43.1~~ Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XLIV – TERM

~~44.1~~ The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The parties agree as follows:

TERM: Covering the period from ~~July~~January - 1, 2012~~08~~ through December 31, ~~2013~~09

~~12/10/08~~~~2012-13~~2008-2010**ATTACHMENT A**

Salary Schedule Effective 12/8/08

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Accounting Clerk I	5	2501.75	2626.84	2758.18	2896.09	3040.90
Accounting Clerk II	3	2751.92	2889.52	3033.99	3185.69	3344.98
Administrative Clerk	372	2492.03	2616.63	2747.46	2884.84	3029.08
Administrative Secretary	376	3314.83	3480.57	3654.60	3837.33	4029.20
Animal Services Officer	39	2812.29	2952.91	3100.55	3255.58	3418.36
Animal Services Supervisor	25	3234.05	3395.75	3565.54	3743.82	3931.01
Aquatics Coordinator	440	3282.63	3446.76	3619.10	3800.06	3990.06
Assistant Engineer	51	5130.82	5387.36	5656.73	5939.57	6236.55
Assistant Planner	56	4187.19	4396.55	4616.38	4847.20	5089.56
Associate Civil Engineer	66	5643.90	5926.10	6222.40	6533.52	6860.20
Associate Planner	68	4605.91	4836.21	5078.02	5331.92	5598.52
Building Inspector I	74	3827.54	4009.51	4209.98	4420.48	4641.51
Building Inspector II	75	4200.44	4410.46	4630.98	4862.53	5105.66
Buyer	76	3825.20	4016.46	4217.29	4428.15	4649.56
Community Improvement Ofc. I	116	3636.74	3818.58	4009.51	4209.99	4420.48
Community Improvement Ofc. II	118	4000.42	4200.44	4410.46	4630.98	4862.53
Customer Service Rep. I	354	2501.75	2626.84	2758.18	2896.09	3040.90
Customer Service Rep. II	353	2751.92	2889.52	3033.99	3185.69	3344.98
Energy Specialist	150	2861.22	3004.27	3154.49	3312.21	3477.83
Engineering Technician I	157	3854.87	4047.61	4249.99	4462.49	4685.62
Engineering Technician II	159	4240.35	4452.37	4674.99	4908.74	5154.18
Field Services Representative	36	3402.10	3572.21	3750.82	3938.36	4135.28
Field Services Supervisor	35	3916.23	4112.04	4317.65	4533.53	4760.21
Finance Technician	355	3329.83	3496.32	3671.14	3854.69	4047.43
Information Systems Specialist	127	3781.93	3971.04	4169.85	4378.06	4596.96
Junior Engineer	207	4664.39	4897.61	5142.49	5399.61	5669.59
Junior Planner	210	3806.54	3996.87	4196.71	4406.55	4626.87
Librarian I	220	3987.80	4187.19	4396.55	4616.37	4847.19
Librarian II	222	4386.58	4605.91	4836.21	5078.02	5331.92
Library Assistant	228	2616.64	2747.47	2884.84	3029.08	3180.54
Meter Reader	267	3095.83	3250.62	3413.16	3583.81	3763.00
Network Technician	426	4535.45	4762.22	5000.33	5250.35	5512.87
Parking Enforcement Assistant	288	2833.95	2975.65	3124.43	3280.66	3444.69
Parks Project Coordinator	271	4664.39	4897.61	5142.49	5399.61	5669.59
Permit Technician	69	3148.21	3305.65	3470.93	3644.48	3826.71
Police Record Clerk I	313	2473.50	2597.18	2727.04	2863.39	3006.56
Police Records Clerk II	314	2720.86	2856.90	2999.75	3149.74	3307.22
Police Records Clerk Supervisor	316	3128.51	3284.94	3449.19	3621.64	3802.73
Program Coordinator	286	2911.96	3057.55	3210.43	3370.95	3539.50
Public Works Inspector I	320	3818.58	4009.51	4209.98	4420.48	4641.51
Public Works Inspector II	321	4200.44	4410.46	4630.98	4862.53	5105.66
Purchasing Technician	324	3186.89	3346.23	3513.54	3689.22	3873.68
Senior Administrative Clerk	375	2741.23	2878.29	3022.21	3173.32	3331.99
Senior Building Inspector	72	4620.48	4851.51	5094.08	5348.79	5616.22
Senior Customer Service Representative	351	3028.06	3179.46	3338.43	3505.35	3680.62
Senior Library Assistant	231	2878.29	3022.21	3173.32	3331.99	3498.59
Senior Police Administrative Clerk	315	2901.72	3046.82	3199.16	3359.11	3527.07
Senior Storekeeper	77	3326.27	3492.58	3667.21	3850.57	4043.10
Storekeeper	322	3023.88	3175.07	3333.82	3500.51	3675.54
Sup.Code/Comm.Improvement Ofc.	110	4600.47	4830.49	5072.01	5325.61	5591.89
Utility Billing & Collections Supervisor	356	3997.96	4197.85	4407.75	4628.13	4859.54

~~12/10/08~~~~2012-13~~2008-2010**Attachment B**

~~AFSCME and the City of Lodi agree to conduct a new classification review of the IS Specialist, Network Technician job descriptions. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~

12/10/082012-132008-2010A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIOCITY OF LODI
A MUNICIPAL CORPORATIONNancy VinsonFelix Huerta
Bartlam King
Chief Negotiator
Date: __________
Blair _____ Konrad
City Manager
Date: _____Sherry MorozMark Ruggiero
President
Date: __________
Dean Gualco
Human Resources Manager
Date: _____Linda Tremble
Vice PresidentAdministrative Secretary
Date: _____Donnie SanfordSherry Moroz
Vice PresidentPurchasing Technician
Date: _____Terri LovellDale Taylor
SecretaryIS Specialist
Date: _____Dan TarnaskyMelinda Wilson
MO RepresentativeSr. Customer Service Rep.
Date: _____Brian Longpre
MO Representative.
Date: _____

12/10/082012-13~~2008-2010~~

Kari Chadwich
GS Representative
Date: _____

Chris Boyer
GS Representative.
Date: _____

Sandy Smith
Treasurer.
Date: _____

Sandy Smith
Treasurer.
Date: _____

MEMORANDUM OF UNDERSTANDING

CITY OF LODI

AND

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO

MAINTENANCE & OPERATORS UNIT

| January 1, 2012 - December 31, 2013

July 1, 2008 — December 31, 2010

TABLE OF CONTENTS

CHAPTER 1 – COMPENSATION & WORKING CONDITIONS Page

Article I	Salaries and Other	4
Article II	Overtime	45
Article III	Class A License	7
Article IV H	Temporary Upgrade	67
Article IV	Education Incentives	67
Article VI	Bilingual Pay	78
Article VII	Hours	78
Article VIII	Shift Differential	89
Article VIII IX	Meals	89
Article IX	Standby Duty	910
Article XI	Mileage Compensation	910
Article XII	Court Appearances	910
Article XIII	Tools and Uniform Allowance	110
Article XIV H	Safety/Safety Boot Provisions	121
Article XIV	Workers' Compensation	121

CHAPTER 2 – LEAVES

Article XVI	Catastrophic Leave	132
Article XVII	Bereavement Leave	142
Article XVIII	Holidays	143
Article XIX VIII	Leave of Absence	154
Article XIX	Sick Leave	165
Article XXI	Vacation Leave	165

CHAPTER 3 – INSURANCE BENEFITS AND RETIREMENT

Article XXII	Chiropractic	187
Article XXIII	Deferred Compensation	187
Article XXIV H	Dental Insurance	187
Article XXIV	Flexible Spending	187
Article XXVI	Life Insurance	187
Article XXVII	Long Term Disability	198
Article XXVIII	Medical Insurance	198
Article XXIX VIII	PERS	2119
Article XXIX	Sick Leave Conversion	2219
Article XXXI	Tuition Reimbursement	241
Article XXXII	Vision Insurance	241

CHAPTER 4 – ASSOCIATION / CITY ISSUES

Article XXXIII	Changes in Memorandum	252
Article XXXIV H	City Rights	252

Article XXXHV	Demotion And Layoff	<u>263</u>
Article XXXVI	Employee Representation	<u>263</u>
Article XXXVII	Grievance Procedure	<u>296</u>
Article XXXVIII	Mutual Consent Contingency	<u>3329</u>
Article XXXIXVIII	No Strikes	<u>330</u>
Article XLXXVIX	Probationary Period	<u>330</u>
Article XLI	Promotion	<u>330</u>
Article XLII	Seniority	<u>341</u>
Article XLIII	Shop Stewards	<u>341</u>
Article XLIVH	Status	<u>341</u>
Article XLHV	Term	<u>352</u>
Article XLVI	Union Leave	<u>352</u>

Exhibit A – Salary Schedule effective 12/081/201209

Exhibit B – Incentive Pay Schedule

Exhibit C – Incentive Pay for Equipment Maintenance Employees

Exhibit D – Certification Pay

~~Exhibit D – 4-10 Work Plan for Equipment Maintenance Personnel~~

Exhibit E

~~City of Lodi
And
A.F.S.C.M.E. – Maintenance and Operator Unit
2008-2010~~

~~Chapter 1 – Salary and Other Compensation & Working Conditions~~

ARTICLE I – SALARY

~~1.1 Effective December 8, 2008, employees shall receive an adjustment of 3% wage increase.~~

Bargaining unit members agree to accept the following furlough hours during the term of this MOU:

July 1, 2012 – December 31, 2012 – 72 hours, of which 6, 8-hour days occur on a fixed day during the month (typically a Friday) and 3, 8-hour days will be floating and must be used by December 31, 2012 unless there is a scheduled conflict.

January 1, 2013 – December 31, 2013 – 96 hours, all of which occur on a fixed day during the month (typically a Friday) unless there is a conflict.

Fixed and floating furlough leave shall be deducted from bargaining unit members salary in equal amounts during the particular term.

~~1.2 Effective the first pay period in which July 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-Oakland-San Jose. The increase will be no more than 3%. If the City of Lodi General Fund Revenues for the period 07/01/08 to 06/30/09, as reflected in the Comprehensive Annual Financial Report, do not show revenue increases of at least 1% from the previous fiscal year (using fiscal year audited financial statements) then AFSCME and the City of Lodi will reopen negotiations with regard to cost of living adjustments.~~

~~1.3 The City and AFSCME agree to meet and confer on benchmarks and what benefits and compensation to be used in the next survey for the subsequent MOU conducted in 2010.~~

~~1.4 The City and AFSCME shall conduct a comprehensive compensation survey of the cities listed below. The compensation survey will gather data from these listed cities with an effective date of September 1, 2013, or 90 days before the expiration of the MOU. The City and AFSCME shall conduct a comprehensive salary, benefits and compensation survey of the fifteen cities listed in section 1.5. Salaries will be based upon the salary in effect as of July 1, 2010. The City also agrees that the survey will be completed by September 1, 2010.~~

- 1.1 For comparison purposes, the recognized survey cities are as follows: ~~The fifteen cities to be surveyed are as follows:~~

Chico	Clovis	Davis	Fairfield	Merced	Manteca
Modesto	Redding	Roseville	Stockton	Tracy	Turlock
Vacaville	Visalia	Woodland			

- 1.42—~~If any City bargaining unit, group, or City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2013 or by resolution adopted by Council this unit will receive the same benefit~~
~~If any City bargaining unit and the City Council (except for IBEW) receives a salary increase or a higher value medical and/or retirement benefit for the MOU negotiated (or last/best/final offer imposed) that otherwise expired on December 31, 2012 (or April 2013), this unit will receive the same benefit~~
~~This clause shall not be triggered as a result of a delay in implementing the medical cap to give affected employees the opportunity to move to a lower cost plan upon the next available open enrollment period.~~

ARTICLE II – OVERTIME

- 2.1 Overtime work, paid at the time and one-half rate, is work performed by an employee outside his or her regular work hours, and includes ~~time worked:~~

~~1. In excess of forty (40) hours in a work week;~~

~~2. In excess of eight (8) hours in any work day;~~

~~3. (1) Time worked outside of regular hours of work on a work day unless _____ notification has been made in accordance with Sections 6.1 and 6.2; and~~

~~4. (2) Time worked on a non-work day.~~

Overtime work paid at the double time rate is work performed in excess of 12 hours between 12 midnight and 12 midnight on any given day, any work performed between the hours of 12 midnight and 6:00 a.m., and any work performed on holidays.

Hours worked on a holiday, as part of any employee's regular work schedule, shall be compensated at the appropriate overtime rate as provided plus the employee shall receive his or her regular straight time pay. Holiday, for overtime purposes, is defined within the Holiday section of this MOU

- 2.2 Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be at the appropriate rate of overtime worked.
- 2.3 The decision to elect compensatory time or overtime pay may be made each time overtime is worked.
- 2.4 No more than (144) hours of compensatory time may be carried on the books at any time.
- 2.5 An employee's decision to elect compensatory time instead of overtime pay is irrevocable.
- 2.6 Upon separation, the employee will be paid at the employee's current hourly rate of pay or the average of the last three years, whichever is higher, for the remaining compensatory balance.
- 2.7 Employees who are required to report for prearranged work on their non-work days or holidays shall be compensated at the overtime rate for actual hours worked, but in no event shall they be paid for less than three (3) hours.
- 2.8 If an employee has worked for six (6) hours or more at the overtime rate during the sixteen (16) hour period immediately preceding the beginning of his or her regular work hours on a work day he or she shall be given a rest period of six (6) consecutive hours at the completion of the overtime work. Compensation for the six (6) hour rest period shall be allowed at the straight time rate for those hours within the rest period which overlap the normal working hours.
- 2.9 Compensation paid to employees called out in emergency situations outside their regular work hours shall be a minimum of three (3) hours pay at the overtime rate. Additional call outs during that day shall be compensated at the overtime rate for actual hours worked with a one hour minimum. Only one call out between the hours of 12:00 o'clock midnight and 12:00 o'clock midnight shall be compensated at the minimum three hour period. Phone call lasting less than 10 minutes and does not require substantive work would be paid 1 hour at the appropriate overtime rate. Calls more than 10 minutes would receive the standard 3 hour callback at the appropriate overtime rate
- 2.10 When, at the request of the Supervisor in charge, an employee reports for prearranged overtime:

- (1) On work day outside of his or her regular work hours, he or she shall be paid overtime compensation for actual worked time in connection therewith, provided however, that if any such employee continues to work into or beyond his or her regular work hours, he or she shall be paid overtime compensation only for actual work time up to his or her regular work hours.
- (2) On non work days or on holidays, he or she shall be paid overtime compensation for actual work time in connection therewith. For the purpose of this Section, prearranged overtime work is deemed to be work for which advance notice has been given by the end of his or her preceding work period on a work day.

ARTICLE III - CLASS A LICENSE

Those employees required to have a Class “A” commercial driver’s license as part of their employment will be given \$600 per year, to be paid in October of each year.

ARTICLE HIV – TEMPORARY UPGRADE

~~3-1 Any employee who is assigned by the Department Head or designee to a higher classification in the absence of the incumbent shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded. Subject to Department Head approval, any employee who is assigned to a higher classification than their regular classification shall receive a 10% wage increase while in this status. However, in no event shall the upgrade pay per hour exceed the “E” step of the classification to which the employee is temporarily upgraded. This provision shall only apply when such time worked is 4 or more hours in the assigned higher classification and be retroactive to the beginning of the 4 hour period.~~

ARTICLE IV – EDUCATION INCENTIVE

- 45.1 The City shall make available incentive pay as shown in Exhibit B & D. Effective July 8, 1991, a \$40.00 per month incentive shall be paid for each grade at or above the minimum grades shown. An employee can earn incentive pay to a combined maximum of \$250.00 per month.
- 45.2 The City agrees to pay all fees charged in obtaining any license, mandatory or voluntary certification, or recertification required in the course of his or her employment upon successfully passing the test procedures.
- 45.3 The City agrees to pay \$20.00 per month to two (2) Wastewater Plant Operators for the possession of a Qualified Applicators Certificate. In the event of the separation of one of the two, the remaining employee shall receive \$40.00 per month.

45.4 Equipment Maintenance personnel shall be eligible for an incentive pay plan as outlined in Exhibit C.

45.5 Equipment Mechanics are eligible to receive incentive pay of either \$25.00 or \$50.00 per month for possession of Automotive Service Excellence Technician Certificates on the following basis:

1. Only courses listed in Exhibit CD will qualify towards this incentive.
2. Employees will not be paid for both certificates in cases where one is a prerequisite of the other. For example, ASE certifications A-6, A-8 and L-1 are required by BAR in order to obtain a smog certificate. An employee having a BAR smog certificate will receive \$50.00 for the smog certificate and the three ASE certificates will not be counted toward the ASE certification incentives.
3. Employees will receive a total of \$25.00 per month for possession of a minimum of three (3) certificates.
4. Employees will receive a total of \$50.00 per month for possession of a minimum of eight (8) certificates.

Incentives in this subsection are limited to employees hired prior to the execution of this MOU.

ARTICLE VI – BILINGUAL PAY

5.4 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining the languages that will be recognized.

ARTICLE VII – HOURS

67.1 Except as provided in subsequent sections, the normal hours of work for all represented personnel shall be eight hours per day and 40 hours per week. Alternate work hours may be 9 hours a day in the 9/80 schedule for 80 hours in a two week period, or 10 hours per day in the 4/10 schedule. The lunch period shall normally commence between the third and fifth work hour at the discretion of the supervisor.

- a. Wastewater Plant Operators shall work shifts on a jointly agreed to rotating schedule with varying days off. This schedule shall be posted two weeks before the change of shift.
- b. Employees assigned to work “Relief Operator” duties shall receive compensation at a rate of 105% above their current base paythe

~~classification of Wastewater Plant Operator-II. The "Relief Operator" is one who works a normal day shift but is on call to assume a shift operators shift(s) for the duration of a vacancy, then return to regular hours.~~

- c. Street Sweeper Operators shall work a schedule which begins at 4:00 a.m.
- d. Alternate work schedules may be developed by mutual agreement between the employee and the appropriate supervisor.

~~e. Equipment Maintenance personnel shall work one of two shifts:~~

~~5:30 a.m. to 2:00 p.m. or 2:00 p.m. to 12:30 a.m. M-TH~~

~~A 4-10 schedule as outlined in Exhibit E may be reinstituted in the shop during the course of this MOU.~~

- 67.2 Work schedules presently in effect shall remain in effect. Any proposed change in the work days or work hours of work shall be a meet and confer item.

ARTICLE VIII – SHIFT DIFFERENTIAL

- 7.1 ~~An Operations Premium of 3% will be applied to Wastewater Treatment Plant Operators and Public Works Fleet Maintenance workers for all hours worked during swing or graveyard shifts. Swing shifts are those daily work periods regularly scheduled to begin from 2pm 12 o'clock noon to 128 apm. Graveyard shifts are those daily work periods regularly scheduled to begin from 8 pm to 4 am. Shift assignments shall be made by the City at its sole discretion consistent with other provisions of this MOU.~~

ARTICLE VIIIX - MEALS

- 89.1 If the City required an employee to perform work for one and one-half (1 ½) hours immediately following quitting time, or if any employee is called in more than two (2) hours immediately before regular starting time, the City shall provide such employee with a meal. The cost of the meal not to exceed \$20.00 with a receipt. If an employee works beyond the regular quitting time, the City shall continue to provide meals at four (4) hour intervals until the employee is dismissed from work. The cost of such meals and the time taken to consume them shall be at the City's expense.
- 89.2 When the City requires employees to work on non-work days, the City shall provide meals at intervals of four (4) hours. The first meal shall be four (4) hours after employees report to work, providing time is allowed for an employee to eat before reporting. If such time is not allowed, the first meal break shall be two (2) hours after reporting for work and at the four (4) hour intervals thereafter.

89.3 When an employee is required to perform prearranged work on non-work days during regular work hours, he or she shall observe the lunch arrangement which prevails on his or her work days. If such work continues after regular work hours, the City shall provide the employee with meals in accordance with otherthe provisions of this MOU(~~Section 6~~).

89.4 If the City requires an employee to perform prearranged work starting two (2) hours or more before regular work hours on work days or non-work days, and such employee continues to work into regular hours, the employee shall provide for one meal on the job and the City shall provide other meals as required by the duration of the work period. The meals provided for in this Section shall be eaten at approximately the usual times and the usual practice relating to lunch periods on work days shall prevail. The usual times therefore shall be 7:00 a.m. – 12:00 p.m. and noon – 6:30 p.m.

ARTICLE IX– STANDBY DUTY

9.4 Employees shall receive compensation of two (2) hours of straight pay when said employees are required to be placed in standby status for a shift.

ARTICLE XI – MILEAGE COMPENSATON

10.4 Employees using their personal automobile for City business, with their department head's approval, shall receive mileage compensation equal to that allowed by the Internal Revenue Service. City business does not include transportation to and from work or call backs due to emergencies, except that employees whose regular work station is at the White Slough Water Pollution Control Facility shall receive mileage compensation if called back to the plant in an emergency situation.

Allowance ~~increases~~ changes shall be effective the first day of the month following the determination of an increase by the IRS.

ARTICLE XII – COURT APPEARANCES

14.2.1 Employees summoned by a court for jury duty shall be granted jury duty leave with pay and may keep any jury duty compensation received. Voluntary grand jury service such as that service in San Joaquin County is not covered by jury duty leave.

14.2.2 If jury duty attendance is less than one-half of a normal working day, the employee is expected to return to work.

14.2.3 If an employee has had jury duty of six hours or more during a 16-hour period immediately preceding the beginning of or following the end of his or her regular work hours on a work day, he/she shall be given a rest period of six (6) consecutive hours.

- 1+2.4 If an employee covered by this agreement is required by subpoena issued by an authority granted subpoena powers, to appear before it or to give a deposition as a result of an action taken within the scope of employment with the City that employee will receive his full pay while so doing with no loss of time if he/she is on regular duty. If the employee is not on duty the City agrees to compensate that employee at one and one half times his regular pay for the time spent in any appearance as required by this Article. As a prerequisite for payment to off-duty employee, the Department Head must be notified in writing of the off duty appearance within seventy-two hours after the employee is subpoenaed or otherwise notified of the required court appearance.

ARTICLE XIII- TOOLS AND UNIFORM ALLOWANCE

- +2.1 Uniforms provided by the City shall include a jacket, pants and shirts. Jackets shall be replaced as needed. Uniform service, including rental and cleaning of one uniform (shirts & pants) per work day, will be provided to the following Maintenance and Operators classifications:

Environmental Compliance Insp.	Parts Clerk
Facilities Maintenance Worker	Plant & Equipment Mechanic
Facilities Supervisor	Street Maintenance Worker III
Fleet Services Supervisor	Street Supervisor
Heavy Equipment Mechanic	Sr. Facilities Maintenance Worker
Laboratory Services Supervisor	Sr. Plant and Equipment Mechanic
Lead Equipment Mechanic	Tree Operations Supervisor
Maintenance Worker I & II	W/WW Maintenance Worker III
Park Maintenance Worker I & II	Water/Wastewater Supervisor
	<u>Water/Wastewater Plant Operator</u>
	<u>I/II/III</u>
<u>Chief Wastewater Plant Operator</u>	Welder-Mechanic
Park Maintenance Worker III	
Park Supervisor	

Coveralls as needed, but no more than 3, are provided to:

Chief Wastewater Plant Operator	Plant and Equipment Mechanic
Wastewater Plant Operator <u>I, -& II, III</u>	
Environmental Compliance Inspector	
Sr. Plant and Equipment Mechanic	Maintenance Workers I and II's assigned to White Slough

Smocks as needed, but no more than 3, are provided to:

Laboratory Services Supervisor	Laboratory Technician I and II
---	--------------------------------

ARTICLE XIV– SAFETY/SAFETY BOOTS

~~13.1~~ The City reaffirms its desire and aim to provide a safe place of employment for its employees and shall continue to take all reasonable steps to ensure this.

~~13.2~~ 14.1 The City retains the right to set and maintain safety standards in the work place. Failure to adhere to safe work practices will be grounds for the City to take appropriate steps to ensure compliance.

~~13.3~~ 14.2 The City agrees to provide an annual boot allowance of \$200, paid quarterly as part of the last biweekly payroll in the months of March, June, September and December falls. The City agrees to provide safety boot reimbursements up to \$150.00 with a receipt per fiscal year for all classifications in this unit except:

Laboratory Technician I/II

~~13.4~~ 14.3 Safety boots are defined as leather work boots with a minimum of 4” ankle support. Employees have the option of purchasing these boots with or without steel toes.

~~13.5~~ 14.4 Safety boots must be appropriate to the job classification and the specific work hazards for the work performed.

~~13.6~~ 14.5 The City reserves the right to determine if a boot is appropriate to the job class, work hazards, and work conditions.

ARTICLE XIV– WORKER’S COMPENSATION

~~14.1~~ The City and the AFSCME mutually agree that when an employee is compelled to be absent from work due to injuries or illness arising out of and in the course of his or her employment, the City shall pay full compensation to any represented employee who becomes eligible for benefits under Worker’s Compensation laws for the period of the time between the injury and the first day of eligibility for benefits. With the determination that the injury or illness is compensable in accordance with Workers’ Compensation benefit criteria, the employee, upon receiving said benefits paid by Workers’ Compensation shall also receive compensation from the City in such an amount that when added to the Workers’ Compensation payment shall equal his or her regular salary. The amount paid by the City shall, after the period from the date of injury and date of eligibility, be charged to the employee’s sick leave account. The employee’s regular deductions shall be made from the amount paid by the City.

Chapter 2. Leaves

ARTICLE XVI – CATASTROPHIC LEAVE

~~14.1~~16.1 Catastrophic Leave will be provided as stated in the City's current Policy. The City will not eliminate this policy during the term of this MOU. Catastrophic Leave may be utilized for care of an employee's qualified family members (as identified in the City's Catastrophic Leave Policy) even if the employee participates in Short Term Disability.

16.2 Catastrophic Leave may be utilized (according to Policy) upon expiration of any use of Short Term Disability

~~15.1~~ Catastrophic Leave will be available for all unit members who by reason of verifiable long-term illness or injury exhaust all employee benefits. Catastrophic Leave will be funded by voluntary transfers of the dollar value of accumulated compensatory time, vacation and/or other time accumulated by the member.

~~15.2~~ Employees receiving Long Term Disability are not eligible for Catastrophic Leave benefits.

~~15.3~~ Donations shall be converted into dollar value and shall be drawn at the requesting employees pay step. All donations must be a minimum of four (4) hours and are irrevocable.

EXAMPLE:

Jane Doe, Recreation Supervisor, donates 8 hours of leave to Joe Smith, Laborer.

Jane Doe makes \$18.99/hour ————— $\$18.99 \times 8 \text{ hrs.} = \151.92

Joe Smith makes \$10.41/hour ————— $\$151.9 \div \$10.41 = 14.59 \text{ hours}$

Joe Smith will be able to utilize 14.59 hours from Jane Doe's donation.

~~15.4~~ Catastrophic Leave will be administered in accordance with the Catastrophic Leave Policy and Procedure (See Catastrophic Leave Policy and Procedure Dated February 5, 2003). In addition to employees, spouses and dependent children, Catastrophic Leave may also be used for parents.

~~15.5~~ To be eligible to receive this benefit the employee must have first exhausted all accrued time. This benefit can not be used for more than six (6) consecutive months.

~~15.6~~ An employee denied Catastrophic Leave by Human Resources may appeal to the City Manager.

ARTICLE XVII – BEREAVEMENT LEAVE

~~16-17.1~~ Regular employees shall be granted ~~24-3~~ days of bereavement leave per incident calendar year to attend the funeral of a member of their immediate family, including the time the deceased may lie in state, the day of the funeral, and the time necessary to travel to and from the location of the funeral.

The immediate family shall be limited to an employee's:

- | | | |
|----------------------|------------------|-------------------|
| · spouse | · parent | · grandparent |
| · grandparent-in-law | · parent-in-law | · child |
| · grandchild | · son-in-law | · daughter-in-law |
| · stepchild | · foster parents | <u>B</u> brother |
| · half-brother | · half-sister | <u>sister</u> |

or a more distant relative who was a member of the employee's immediate household at the time of death.

~~16-217.2A~~ regular employee may use sick leave, vacation leave, or compensatory time off to attend the funeral of a person the employee may be reasonably deemed to owe respect. Use of sick leave may not exceed three (3) days.

ARTICLE XVIII – HOLIDAYS

~~17-18.1~~ Members of this Unit shall observe the following nationally observed holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

Employees receive holiday pay if/when they work on the above City-recognized national holiday

In addition, each employee shall be granted ~~thirty-two-six (362)~~ six (362) hours of holiday leave to be taken off at a time mutually agreed upon between the employee and the department head. ~~Holiday leave time may be in eight (8) hour increments and cannot be carried over into the following calendar year. At the discretion of the department head, probationary employees may use holiday time in one-hour increments.~~

~~17.1~~ Holidays which fall on the first regularly scheduled day off shall be observed on the preceding work day. Holidays which fall on any other regularly scheduled day off shall be observed on the next regularly scheduled work day, with the exception that if the next regularly scheduled work day is also a holiday, the first holiday shall be observed on the preceding work day.

~~18.2~~ Holiday time may be taken in quarter hour increments.

ARTICLE XIXVIII – LEAVES OF ABSENCE

~~18.1~~ Leave of Absence will be provided as stated in the City's Leave of Absence Policy. The City will not eliminate this policy during the term of this MOU. The City and AFSCME mutually agree that inability to return to work after an employee's sick leave has been exhausted shall be considered an urgent and substantial reason for the granting of a leave of absence in accordance with the Administrative Policy and Procedure Manual, Leave of Absence Policy.

~~18.2~~ The City interprets this Section as providing that the conditions under which an employee shall be restored to employment on the termination of leave of absence shall be stated as clearly as possible at the time by the City in conjunction with the granting of the leave of absence. The City reaffirms its policy that an employee's status as a permanent employee is not impaired by such leave of absence.

~~18.3~~ City employees are entitled to use sick leave, vacation leave, or long term disability leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities. Long term disability leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician, however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City at City expense.

~~18.4~~ Employees are entitled to leave without pay or other benefits for up to four months from the date of disability because of pregnancy, miscarriage, childbirth, or recovery there from when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the employee on leave and the employee's physician; however, the City may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the City.

~~18.5~~ An employee on leave for pregnancy disability under this policy shall be entitled to return to the same position or to a position comparable to that held at the time the

leave commenced. A physician's release must be provided to the appropriate supervisor prior to an employee's return to work.

~~18.6~~ An employee seeking pregnancy/disability leave shall be required to provide a reasonable notice in writing (not less than four weeks) to their supervisor of the anticipated date upon which leave shall commence, although the commencement date may vary according to the employee's actual disability. She must also provide an estimate of the duration of the leave.

~~18.7~~ Employees who are placed in a Leave Without Pay status following the expiration of sick leave, vacation, or compensatory time off, such that the employee is no longer in a pay status shall not receive employer paid employment benefits.

~~18.8~~ Employees placed in Leave Without Pay status due to disability will continue to receive a three month extension of (1) medical coverage following the month in which the employee is placed in such status. Other benefits such as (2) dental or vision insurance or medical coverage past the three month extension period may be continued at the employee's expense.

ARTICLE XIX – SICK LEAVE

~~19.1~~ 20.1 Effective July 19, 2004, full time employees shall accumulate sick leave at the rate of 3.70 hours per pay period. ~~(12 days per year)~~

~~19.2~~ 20.2 Sick leave may be accumulated up to an unlimited amount.

~~19.3~~ 20.3 Employees will be able to use family sick leave for parents or children not residing with the employee consistent with City policy regarding ~~of~~ use of sick leave for family member's illnesses.

ARTICLE XXI – VACATION LEAVE

~~20.1~~ 21.1 Employees shall receive the following vacation benefits:

Beginning with:

Date of Hire:	3.08 hrs per pay period (10 days per yr.)
6th year:	4.62 hrs per pay period (15 days per yr.)
12th year:	5.24 hrs per pay period (17 days per yr.)
15th year:	6.16 hrs per pay period (20 days per yr.)
21st year:	6.47 hrs per pay period (21 days per yr.)
22nd year:	6.78 hrs per pay period (22 days per yr.)
23rd year:	7.09 hrs per pay period (23 days per yr.)
24th year:	7.40 hrs per pay period (24 days per yr.)
25th year & over:	7.71 hrs per pay period (25 days per yr.)

~~20.2~~ 21.2 If conflict arises in the scheduling of vacation of employees in the same classification, the conflict shall be resolved in favor of the employee with the

_____greatest City seniority. The senior employee shall receive first choice in any
_____scheduling period.

~~20.32~~1.3The maximum amount of unused vacation hours that an employee may accrue, at any
_____given time is twice the employee's annual vacation entitlement. Whenever an
_____employee's unused, accrued vacation has reached this maximum accrual amount, the
_____employee shall stop accruing any additional vacation. Accrual will automatically
_____resume once the employee uses some vacation and the accrual balance falls below the
_____maximum accrual amount.

Under extenuating circumstances, requests to accrue vacation leave over the
maximum may be authorized by the City Manager. For all other issues regarding
Vacation Leave refer to the City's Policy on Vacation Leave.

~~20.42~~1.4For all persons hired after September 1, 1995 the maximum vacation accrual rate
_____will be 6.16 hours per pay period.

Chapter 3. Insurance and Retirement

ARTICLE XXII – CHIROPRACTIC INSURANCE

~~21.1~~—The City agrees to pay all costs of premiums for employees and dependents for a chiropractic plan equivalent to the Landmark chiropractic plan.

ARTICLE XXIII – DEFERRED COMPENSATION PLAN

~~22.1~~~~23.1~~The City and AFSCME agree to the implementation of the following program _____ effective July 1, 1977.

~~22.2~~~~23.2~~The City shall match contributions by an employee to a deferred compensation _____ program up to a maximum 3.0% of the employee's ~~gross~~gross salary beginning in _____ the pay period that July 1, 2012 falls.

ARTICLE XXIV – DENTAL INSURANCE

~~23.1~~~~24.1~~Employees are provided fully paid family dental insurance.

~~23.2~~~~24.2~~Maximum benefits are \$1000 for each family member enrolled in the dental plan _____ per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XXIV – FLEXIBLE SPENDING ACCOUNT

~~24.1~~~~25.1~~The City will maintain a “flexible spending account” to conform to IRS regulations to be used for premium contributions, dependent care and/or un-reimbursable medical payments for unit members.

~~25.2~~ The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members

ARTICLE XXVI – LIFE INSURANCE

~~25.1~~The City agrees to provide a life insurance program providing an additional __\$10,000 term life insurance for the employee. Said amount of insurance to reduce _to \$6,500 at age 70, and to decrease to 10% at age 95. In addition, a spouse, unmarried dependent children between the ages of 6 months and 21 years, unmarried student dependent children aged 21

or 22, and dependent handicapped children shall be covered for \$1,500 insurance. Children between the age of 14 days and 6 months shall be provided with \$150 life insurance.

~~25.1 The City shall assume the 1.1% salary cost previously paid by the employee for long-term disability and life insurance.~~

~~25.2~~

ARTICLE XXVII – LONG TERM DISABILITY PLAN

~~23.1~~ 27.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Please refer to the City's Policy on Long Term Disability.

~~27.2~~ The maximum length of coverage is three years from date of disability.

~~26.1 A long term disability program which, coordinated with other disability benefits, shall provide a benefit of 66-2/3% to a maximum of \$10,000 per month of the employee's basic monthly earnings in the event of disability. This program commences 60 days from the date of disability. Long term disability benefits are coordinated with other benefits during disability, such as Workers' Compensation temporary disability payments or PERS unmodified retirement allowances.~~

ARTICLE XXVIII – MEDICAL INSURANCE

All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1, 2012. The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction.

If an employee elects not to be covered by medical insurance through the City of Lodi, an additional:

\$692.81 per month for family

\$532.92 for employee + 1 dependent

\$305.22 for single

will be added to either the employee's deferred compensation account or cash. In order to qualify for this provision, proof of group insurance must be provided to the City.

28.1 Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

~~27.1 Employees who earn less than \$40,000 annually, based on an adjusted gross salary (gross salary less furlough adjustment), shall be entitled to receive up to 3% of the increase in medical costs for the lowest cost PERS HMO in effect January 2012, for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44), less \$80 for a family category of Employee+1 or \$104 for a family category of Family~~

Effective January 1, 2013, the maximum amount the City will pay towards medical premiums will be revised as follows for employees whose annual base salary, adjusted for furloughs, is less than \$40,00.

For those taking single coverage, City maximum amount paid will increase by the lesser of actual premium increases from Cal PERS or 3%.

For those taking Employee + 1 or Family coverage, City maximum amount paid will increase as noted below:

- If actual premium increase is 6.55% or less, City will increase maximum amount paid by the lesser of actual premium increase or 6.55%.
- If actual premium increase is greater than 6.55% and less than or equal to 9.55%, City will increase maximum amount paid by the actual premium increase over 6.55%, up to a maximum of 3% (9.55%).
- If actual premium increase is greater than 9.55%, City will pay the incremental difference between 6.55% and 9.55% (i.e. 3.00%).

In no event will the amount to be paid by the City exceed 3.00% over the current City paid amount.

Percentage increases shall be based upon the amounts shown above (\$610.44 for single, \$1,220.88 for Employee + 1 and \$1,587.14 for Family).

~~27.1 The City agrees to make available medical benefits equivalent to the CalPERS Health Program. The City shall pay 100% premium for employee only up to the highest HMO available in our geographical area. Effective August 16, 2004 employees shall contribute \$80.00 per month for Employee plus One and \$104.00 per month for full family coverage. The parties shall meet and confer on a replacement plan offering such an equivalent level of benefits~~

~~27.2~~ 28.2 Employees shall be eligible for medical insurance from the first day of the month following the date the employee becomes a full-time regular employee of the City of Lodi.

~~27.1~~ The City shall pay 100% of the premiums or up to the maximum City payment noted above for health and dental benefits for the unmarried surviving spouse and any minor children of any members of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 26, or other medical insurance becomes available.

~~27.2~~ The City shall pay 100% of premiums for health and dental benefits for the unmarried surviving spouse and any minor children of any member of this unit who is killed or dies during the performance of official duties. This benefit terminates if the surviving spouse remarries, the children reach the age of 18, or other medical insurance becomes available.

~~27.3~~ Effective December 8, 2008, if an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to the employee's deferred compensation account to equal one-half of the medical insurance premium that would have been paid by the City of Lodi. A single employee who can show proof of group insurance will be eligible for this provision at one-half (1/2) of the current amount. The dollar amount shall not increase during the term of the MOU. In order to qualify for this provision, proof of group insurance must be provided to the City.

If an employee has no dependents the City will contribute \$25.00 per pay period to the employees deferred compensation account. This will remain effective through June 30, 2009.

~~The City intends to propose a Cafeteria based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.~~

~~The City's proposed Cafeteria Plan will offer substantially the same or better benefits to those currently received by unit members~~

ARTICLE XXIXVIII– PUBLIC EMPLOYEES RETIREMENT SYSTEM

~~28.1~~29.1 The City agrees to provide the following PERS retirement program and to pay the _____ employers cost:

- a) PERS “2% at 55” full formula retirement benefits plus the following additional options:
- b) The increased ordinary disability benefits which provide under PERS a 30% benefit after five years of service increasing to a maximum 50% benefit (Section 21298)
- c) Third level of 1959 Survivor Benefit which provides for survivors of a member who dies prior to retirement. This benefit is in addition to the Basic Death Benefit before retirement. (Section 21382.4).

- d) Post-retirement Survivor Allowance which provides a surviving spouse with an allowance upon the event of death after retirement. (Section 21263 and Section 21263.1 and Section 21263.3)
- e) Credit for unused sick leave which provides additional service credit for unused accumulated sick leave at time of retirement. (Section 20862.8).
- f) Military Service Credit as Public Service (Section 21024).
- g) Final retirement compensation based on the average monthly pay during the highest 36 consecutive months of service.
- h) 50% survivor continuation in the event of death after retirement.

~~28.1 On July 6, 1991, in lieu of any other salary adjustments which otherwise may have been agreed upon in this unit, the City agreed to pay into each employee's PERS account 7% of the employee's base salary.~~

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through December 31, 2012 – 1%

January 1, 2013 through December 30, 2013 – 3.3%

December 31, 2013 and thereafter – 7.0 %

~~7-229.2 The City and AFSCME agree to a new retirement formula of 2% @ 60. Those employees hired after the City transitions to 2% @ 60 (which would occur once the City receives approval from CalPERS) will be subject to the new retirement plan of 2% @ 60. Until that date, AFSCME members hired will remain in the 2% @ 55 retirement plan.~~

ARTICLE XXIX– SICK LEAVE CONVERSION

~~29-130.1~~ For all unused sick leave balance, a represented employee with ten years of _____ employment with the City will receive medical coverage upon retirement (but not _____ upon resignation or termination) using one of the following options:

Option #1 – CONVERSION

After ten years of employment with the City, 50% of the represented employee's unused sick leave shall be converted to months of medical insurance as adjusted herein. For each year that an employee has been employed by the City in excess of ten years, the employee shall be entitled to add 2 ½% to the 50% before converting the unused sick leave to months of insurance.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE.

$$1800 \div 8 \times 75\% \div 12 = 14.06 \text{ YEARS OF COVERAGE}$$

The amount of the premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

In the event the retiree dies the surviving dependent(s) may purchase medical insurance for the same period as if the employee had not died.

Option #2 – BANK

50% of the dollar value of sick leave will be placed into a bank to be used for medical insurance premiums for the employee and dependent(s). For each year that an employee has been employed in excess of 10 years, 2 ½ % will be added to the 50% before valuing the size of the bank. Each hour of sick leave is valued at \$20.00.

EXAMPLE:

ROBERT SMITH RETIRES WITH 20 YEARS OF SERVICE AND 1800 HOURS OF UNUSED SICK LEAVE (MULTIPLICATION FACTOR - \$20.00).

$$1800 \times 75\% \times \$20.00 = \$27,000.00$$

This amount will be reduced each month by the current premium for the employee and dependent(s) until the balance is gone.

In the event the retiree dies the remaining bank will be reduced by 50% and the surviving dependent(s) may use the bank until the balance is gone.

Option #3 – CASH OUT

A retired employee may choose to receive a cash settlement for unused sick leave at the rate of \$.30 on the dollar. Under this provision, employee's sick leave balance at the time of retirement shall be converted to dollars at the employee's current rate of pay.

~~29.230.2~~In the event an active employee dies before retirement and that employee is vested _____ in the sick leave conversion program, the surviving spouse will have an interest in _____ one-half the value of the Bank option as calculated in section 29.1.

~~29.330.3~~Employees selecting option #1 or #2, who retire on a service retirement shall have _____ the option of purchasing, at the employee's cost, additional medical insurance _____ sufficient to reach age 65.

~~29.430.4~~Out of area retirees may receive reimbursement for medical insurance premiums _____ up to the City liability as specified in Section 29.1 of this Article.

~~29.530.5~~The City agrees to modify its contract with PERS to add credit for unused sick _____ leave per Government Code Section 20862.8. This benefit is available to all _____ employees regardless of the date hired; however, it is the only sick leave conversion _____ benefit available to employees hired after July 1, 1995. It is agreed that eight hours

_____ equal one day for purposes of determining day creditable. If an employee opts to
_____ utilize the provisions of any section of Article 29 other than 29.5, the City will
_____ report to PERS they have zero hours of unused sick leave.

ARTICLE XXXI – TUITION REIMBURSEMENT

~~30.1 – Tuition Reimbursement will be provided as stated in the City's current Tuition Reimbursement Policy. The City will not eliminate this policy during the term of this MOU. Tuition Reimbursement will be provided as stated in the City's Tuition Reimbursement Policy Dated July 1, 2003. If the Fire and Mid-Management units both accept a lower amount than the current amount, AFSCME will accept the new amount effective upon ratification by the City.~~

~~30.2 – In the event that future changes in classification specifications require that certificates or other educational standards be implemented, the AFSCME reserves the right to negotiate wage adjustments for affected classifications.~~

ARTICLE XXXII – VISION INSURANCE

~~31.1 – The City agrees to provide a vision care plan equivalent to the VSP Plan B with a \$25.00 deductible for the employee and dependents. The entire premium shall be paid by the City.~~

Chapter 4. Association/City Issues

ARTICLE XXXIII – CHANGES IN MEMORANDUM

32.1—The parties agree to reopen this Memorandum and to renew meeting and conferring on the subjects set forth herein during the term of this Memorandum only in the event that any provision of this MOU is modified by statute, applicable regulation or by order of Court in such a way as to affect either the employees or the City. In such event, all remaining provisions of the MOU shall continue in full force and effect unless and until they are also modified by statute, applicable regulation, order of Court, or agreement of the parties.

ARTICLE XXXIV – CITY RIGHTS

33.1—It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards; to set standards of service.
- Determine the procedure and standards of selection for employment; to direct its employees.
- Maintain the efficiency of governmental operations.
- Determine the methods, means and personnel by which government operations are to be conducted.
- Take all necessary actions to carry out its mission in emergencies.
- Exercise complete control and discretion in the technology of performing its work.
- City rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to take disciplinary action, and to determine the content of job classifications; provided, however, that the exercise by the City of the rights in this section does not preclude employees or their recognized employee organizations from filing grievances regarding the practical consequences that decisions on such matters may have on wages, hours or other terms and conditions of employment.

ARTICLE XXXIV – DEMOTION AND LAYOFF

~~34.1~~35.1The classification of Maintenance Worker in the Parks-Parks, & Recreation and Cultural Services or Public Works Department will be “Y” rated if an employee is involuntarily transferred or demoted between departments as a result of a reduction in workforce.

~~34.2~~35.2Bargaining unit has the ability to appeal a layoff decision made by Human Resources to the City Manager.

ARTICLE XXXVI – EMPLOYEE REPRESENTATION

~~35.1~~36.1This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into between representatives of the City of Lodi (hereinafter referred to as “City”) and representatives of the Lodi Chapter of the American Federation of State, County and Municipal Employees (hereinafter referred to as “AFSCME”), for the Maintenance and Operators Unit.

The parties to this MOU acknowledge and agree that this MOU constitutes the results of meeting and conferring in good faith as contemplated by Sections 3500 et seq. of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reach agreement are set forth in this MOU. Except as specifically modified by this MOU, all existing benefits currently being furnished to employees and all existing terms and conditions of employment are to continue in effect unless and until the parties meet and confer regarding a change in such existing benefits, terms or conditions of employment.

The terms and conditions of this MOU are applicable to all regular and probationary employees represented by AFSCME in Exhibit A. Those classifications are as follows:

- ~~Facilities Maintenance Worker~~
- ~~Chief Wastewater Plant Operator~~
- ~~Fleet Services Supervisor~~
- ~~Equipment Service Worker~~
- ~~Facilities Supervisor~~
- ~~Heavy Equipment Mechanic~~
- ~~Laboratory Services Supervisor~~
- ~~Laboratory Technician I~~
- ~~Laboratory Technician II~~
- ~~Laborer~~
- ~~Lead Equipment Mechanic~~
- ~~Maintenance Worker I~~
- ~~Maintenance Worker II~~
- ~~Park Maintenance Worker I~~

- Park Maintenance Worker II
- Park Maintenance Worker III
- Park Supervisor
- Parts Clerk
- Plant and Equipment Mechanic
- Senior Facilities Maintenance Worker
- Senior Plant and Equipment Mechanic
- Stage Technician
- Street Maintenance Worker III
- Street Supervisor
- Tree Operations Supervisor
- Wastewater Plant Operator I
- Wastewater Plant Operator II
- Environmental Compliance Inspector
- Water/Wastewater Maintenance Worker III
- Water/Wastewater Supervisor
- Welder—Mechanic

36.2 The City shall grant dues deduction to City employees who are members of AFSCME in accordance with the terms and conditions set forth in City of Lodi Resolution 2011-51

~~35.1 The City shall grant dues deduction to City employees who are members of the AFSCME in accordance with the terms and conditions set forth in Section 4, Rule 2 of City of Lodi Resolution No. 3344 entitled, "Adopting Rules and Regulations to Implement Provisions of the Employer-Employee Relations Resolution."~~

35.336.3 UNION SECURITY, MEMBERSHIP AND DUES CHECK OFF

- a. Union Membership – All employees covered by this Agreement shall, as a condition of employment, become and remain members of the UNION within 30 days of employment in a covered job classification. The CITY will inform all new hires and employees promoting into the bargaining unit of the existence of this Collective Bargaining Agreement and the requirement to become and maintain membership in the UNION. A UNION Officer, or designee, will be notified within 10 business days and afforded time to meet with any employee entering the bargaining unit in order to conduct a UNION Orientation Meeting.
- b. In the event an employee covered by this Agreement fails to apply for, or maintain their membership in the UNION, or reinstate themselves into membership in good standing, the UNION may give the CITY written notice of the fact and request that the employee be suspended or terminated from employment. In such event, the CITY

shall suspend or terminate the employment of said employee, as requested, within 15 business days of receipt of the notice.

- c. Fair Share Donation – Any employee who is a member of a bona fide religion, body, or sect who has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the UNION. Such employee shall, in lieu of Agency Shop Fees, pay sums equal to said amount to a non-religious, non-labor United Way charitable organization exempt from taxation under Section 501 c (3) of the Internal Revenue Code, which has been selected by the UNION from the local United Way. Payments shall be made by payroll deduction as a condition of continued exceptions from the requirements of financial support to the UNION and as a condition of continued employment. Disputes regarding the application for this provision, by employees, shall be subject to arbitration.
- d. Membership status shall remain in effect for the duration of this Agreement except that an employee may change his or her status from UNION member not more than **90** days or less than **60** days prior to the expiration of this Agreement. An employee changing his or her membership status shall submit the appropriate form to the UNION. Thereafter, the UNION will notify the CITY of the change and the appropriate notation shall be made to the employee's record and/or payroll deduction.
- e. The CITY shall provide the UNION, on a monthly basis, the name, home address and department, division or work unit of employees entering or leaving a job classification covered by this Agreement. Employees leaving or reentering employment from Military Leave will be noted.
- f. Dues Check Off – On a bi-weekly basis the CITY agrees to deduct from the pay of each member of the UNION covered by this Agreement, who authorized such deductions in writing, all dues or fees levied by the UNION. The CITY shall provide the UNION 5 business days prior to the end of the pay period an alphabetical list of employees belonging to the UNION. The list shall contain the amount of payroll deduction for each employee listed. The CITY agrees to remit to the UNION on a bi-weekly basis the aggregate amount of deductions shown on the list furnished by the UNION. A copy of the Check Off Authorization Form signed by each employee shall be submitted by the UNION to the CITY.
- g. Payroll deductions shall be limited to the following choices:

- Union Membership Dues
- Agency Shop Fees
- AFSCME Voluntary Political Action Check Off (PEOPLE)
- Fair Share donations to the United Way Campaign
- Fair Share donations are limited to employees with religious objections.

- h. The Union will comply with its legal obligation regarding the administration of this section.

Hold Harmless – The UNION agrees to hold harmless and to indemnify the CITY for any and all costs or legal action, which may be caused, or result from the CITY’S compliance with this Article.

~~35.4~~36.4—The City shall allow AFSCME access to city meeting facilities at no cost to AFSCME subject to the operating needs of the City. Requests for such use shall be made in advance to the appropriate department head managing the facility or designee and shall include the date, location, time and general purpose of such meeting. The City may establish reasonable regulations governing the use of such facilities.

~~35.6~~36.5—No City employee or applicant for employment shall be discriminated against in any aspect of employment because of race, national origin, ancestry, color, religious or political opinions or affiliations, union affiliation, age, sex or disability.

~~35.7~~36.6—The City and AFSCME agree and understand that if any section of the MOU in any way conflicts with the terms and conditions of employment stated in other authorities, such as the personnel rules, administrative policy and procedure manual, city resolutions, or city ordinances, any ambiguity will be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document is controlling.

ARTICLE XXXVII – GRIEVANCE PROCEDURE

~~36.4~~37.1This grievance procedure shall be used to process and resolve disputes regarding _____ the interpretation or application of any of the terms and conditions of this MOU, _____ letters of understanding, formal interpretation or application of any of the terms and _____ conditions of this MOU, letters of understanding, formal interpretations and _____ clarification executed by the AFSCME and the City.

The intent of this procedure is to resolve grievances informally at the lowest possible level and to provide an orderly procedure for reviewing and resolving grievances promptly.

A grievance is a good faith complaint of one or a group of employees or a dispute between the City and AFSCME involving the interpretation, application, or enforcement of the express terms of the MOU and other terms and conditions of employment and matters of discipline which includes demotion, suspension or discharge.

As used in this procedure, the term “party” means an employee, the AFSCME, the City or the authorized representative of any party. The employee is entitled to representation through all steps in the grievance procedure.

36.237.2 Disputes involving the following subjects shall be determined by the Grievance Procedures established herein:

- a. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letters of Agreement, and/or formal interpretations and clarifications executed by AFSCME and the City.
- b. Discharge, demotion, suspension or discipline of an individual employee.
- c. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- d. Disputes which may be of a “class action” nature filed on behalf of the AFSCME or the City. Class action grievances shall be in writing from the AFSCME to the City Manager or vice versa.

36.337.3 STEP ONE: Discussion between the employee and/or the employee’s representative, and the division head or designated supervisor directly involved, who shall answer within fifteen (15) work days. This step shall be taken within thirty (30) work days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the Grievance.

36.437.4 STEP TWO: If a grievance has not been resolved in initial step, a written statement signed by the Grievant shall be presented to the department head which shall include the action being grieved and the desired remedy. A discussion shall then take place between the employee, his or her representative, and the department head, who shall answer in writing within fifteen (15) work days. This Step shall be taken within fifteen (15) work days from the date of the answer in Step One.

36.537.5 STEP THREE: If a grievance is not resolved in Step Two, Step Three shall be the presentation of the Grievance, in writing, by the employee or his/her representative to the City Manager, who shall answer in writing within fifteen (15) work days of receipt of the Grievance. This Step shall be initiated within fifteen (15) work days of the date of the answer in Step Two.

36.637.6STEP FOUR: If a grievance is not resolved by the City Manager, arbitration shall be the final level of appeal for the grievances and discipline. It is agreed by both parties that the decision of the arbitrator is binding and final on both parties and that if this procedure is utilized all other avenues of appeal are waived. If arbitration is chosen the City must be notified within fifteen (15) work days of the City Manager's decision.

Within ten (10) working days after the request for arbitration is received by the City or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall immediately and jointly request the State Conciliation and Mediation Service to submit to them a panel of five (5) arbitrators from which the City and the-AFSCME shall alternately strike names until one (1) name remains; this person shall be the arbitrator. If the State Conciliation and Mediation Service cannot provide a list of five (5) arbitrators, the same request shall be made of the American Arbitration Association.

To ensure that the arbitration process is as brief and economical as possible, the following guidelines shall be adhered to:

- a. An arbitrator may, upon mutual consent of the parties, issue a decision, opinion or award orally upon submission of the arbitration.
- b. Both parties and the arbitrator may tape record the hearing.
- c. There shall be no official transcript required; however, either party may utilize a court reporter at its own sole expense. The cost of a court reporter required by an arbitrator shall be shared equally by the parties.
- d. The parties may agree to prepare a joint letter submitting the issue in dispute. The letter shall present the matter on which arbitration is sought and shall outline the MOU provisions governing the arbitration. It may contain mutually agreed on stipulations of fact and it may be accompanied by any documents that the parties mutually agree shall be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. Further, if the parties mutually agree, the entire matter may be submitted to arbitration for review without a hearing. Absent agreement to prepare a joint letter, the parties may submit separate letters.
- e. The strict rules of evidence are not applicable and the hearing shall be informal.
- f. The parties have the right to present and cross examine witnesses, issue opening and closing statements, and file written closing briefs. Testimony shall be under oath or affirmation.

- g. The arbitrator may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.
- h. Attendance at a hearing shall be limited to those determined by the arbitrator to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representative and the employer's representative.
- i. The arbitration hearing will be held on the employer's premises.
- j. The cost of arbitration shall be borne equally by the parties. However, the cost, if any, of cancellation or postponement shall be the financial responsibility of the party requesting such delay unless mutually agreed by the parties.

The decision, opinion, or award shall be based on the record developed by the parties before and during the hearing. The decision will be in writing and shall contain the crucial reasons supporting the decision and award.

The arbitrator has no power to add to, subtract from, or modify the terms of the MOU or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of the MOU. The arbitrator shall be without power or authority to make any decision that requires the City or management to do an act prohibited by law.

The arbitrator has no power to add to a disciplinary action.

~~36.7~~37.7 Failure by either party to meet any of the aforementioned time limits as set forth in _____ Section 36.3, 36.4, 36.5, or 36.6 shall result in forfeiture by the failing party. _____ Except, however, that the aforementioned time limits may be extended by mutual _____ agreement. Grievances settled by forfeiture shall not bind either party to an _____ interpretation of this MOU, nor shall such settlements be cited by either party as _____ evidence in the settlement of subsequent grievances.

~~36.8~~37.8 Employees may have documents (other than performance reports) relating to _____ absenteeism and disciplinary actions removed from their personnel files if the _____ incident prompting the action took place twenty-four (24) months or more previous _____ and no incident of a similar nature has occurred in the interim.

~~36.9~~37.9 An employee may represent himself/herself at any step of the Grievance _____ Procedure up to Step 3.

~~36.10~~37.10 Only AFSCME may appeal a grievance to arbitration.

ARTICLE XXXVIII – MUTUAL CONSENT CONTINGENCY

37.1—This MOU may be amended any time during its life upon the mutual consent of the City and AFSCME. Such amendment must be in writing and attached to all executed copies of this MOU.

ARTICLE XXXIXVIII– NO STRIKES

38.1—The represented employees agree that they shall not strike, withhold services, engage in “slow downs” or “sick-ins”, or participate in any other concerted activity which adversely affects job performance or City services during the term of this MOU.

ARTICLE XLXXIX – PROBATIONARY PERIOD

39.140.1All appointments to positions in the classified service shall be subject to a _____probationary period of 12 continuous months of service. The probationary period _____shall be regarded as an integral part of the examination process and shall be used to _____closely observe the employee’s work for securing the most effective adjustment of _____an employee to his or her new duties, assignments and responsibilities in his or her _____new position and for rejecting any probationary employee whose performance does _____not meet required work standards. If the service of the employee is deemed to be _____unsatisfactory, the employee shall be notified that he or she has not satisfactorily _____completed probation.

39.240.2During the probationary period, all new hires shall have all the rights and _____privileges afforded to other employees, except:

- a) Vacation Leave – See Article XX for vacation schedule.
- b) The use of the Grievance Procedure to grieve termination.
- c) The City and the employee may mutually agree to extend the probationary period for not more than 6 months. The AFSCME shall be notified of all extensions.

39.340.3In the event an employee is promoted and is rejected by the appropriate _____department head, he or she shall be reinstated to the position which he or she was _____promoted. The seniority and status of a rejected candidate shall continue as before.

ARTICLE XLI – PROMOTION

40.1—The City and AFSCME mutually agree it is good personnel practice to make every effort to promote from within, consistent with the best interest of the City.

ARTICLE XLII – SENIORITY

41.1—Seniority is defined as the total length of continuous service with the City. Continuity of service shall not be broken and seniority shall accrue when an employee is:

- a) inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marine under any Act of Congress which provides that the employee is entitled to re-employment rights,
- b) on duty with the National Guard,
- c) is absent due to industrial injury,
- d) on leave of absence, or
- e) absent due to layoff for a period of less than twelve (12) consecutive months.

ARTICLE XLIII – SHOP STEWARDS

42.1—The AFSCME agrees to notify the City in writing as to the appointment of all shop stewards. Shop stewards shall be required to work full time in their respective classifications and shall not interrupt the work of other employees. A steward may, with reasonable notice and the approval of his or her supervisor, leave the job during working hours for reasonable period to investigate pending grievances and to take part in the Grievance Procedure. However, no steward shall leave the job while his or her presence is necessary in the judgment of his or her supervisor for the safe conduct and efficiency of the operations in which he or she is engaged.

ARTICLE XLIVH– STATUS

43.1—Employees shall be designated as regular, probationary, or temporary, depending upon the purpose for which they are hired and their length of continuous service with the City.

- a) A regular employee is defined as an employee who has twelve (12) months or more service with the City in full time employment, except as provided for in the Rules for Personnel Administration Article XI (Probationary Period).
- b) A probationary employee is defined as an employee hired for a full time position that has been regularly established as an authorized position and is of indeterminate duration. A probationary employee shall receive not less than the minimum rate for the job and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage and items of a similar nature, as he or she becomes eligible, but shall not be given preferential consideration for promotion or transfer or be eligible for a leave of absence. Upon completion of twelve months of continuous full time service with the City, a probationary employee shall be given the status of a regular employee.

- c) A temporary employee is an employee hired on a full time basis to temporarily fill a full time position (at least 32 hours per week). Temporary employees shall attain regular status after being employed for twelve (12) continuous months.

ARTICLE XLIV – TERM

44.1—The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and AFSCME. The term of this MOU shall cover the period from January July-1, 201208 to December 31, 2013December 31, 2010.

ARTICLE XLVI – UNION LEAVE

45.146.1Whenever any employee is absent from work as a result of a formal request by the _____AFSCME to send an employee to school to be involved in union business, the City _____shall pay for all regular time lost and shall be reimbursed therefore by the AFSCME _____at the rate of one hundred and fifty percent (150%) of the employee's regular wage _____rate.

45.246.2The City agrees to provide office-and-storage space to the-AFSCME for union _____materials.

EXHIBIT A – Effective Date

Occupation Title	OCC	Step A	Step B	Step C	Step D	Step E
Chief Wastewater Plant Operator	358	4863.55	5106.73	5362.07	5630.17	5911.68
Environmental Compliance Inspector	425	4027.38	4228.75	4440.19	4662.20	4895.31
Equipment Service Worker	166	2950.92	3098.47	3253.39	3416.06	3586.86
Facilities Maintenance Worker	81	3243.40	3405.57	3575.84	3754.64	3942.37
Facilities Supervisor	78	4103.07	4308.22	4523.63	4749.81	4987.31
Fleet Services Supervisor	265	4479.64	4703.62	4938.81	5185.75	5445.03
Heavy Equipment Mechanic	264	3541.48	3718.55	3904.48	4099.70	4304.69
Laboratory Services Supervisor	352	4863.55	5106.73	5362.07	5630.17	5911.68
Laboratory Technician I	212	3207.89	3368.28	3536.70	3713.53	3899.21
Laboratory Technician II	213	3528.40	3704.82	3890.06	4084.56	4288.79
Lead Equipment Mechanic	266	3895.63	4090.41	4294.93	4509.67	4735.16
Maintenance Worker I	252	2808.87	2949.44	3096.77	3251.56	3414.32
Maintenance Worker II	255	3089.22	3243.68	3405.86	3576.15	3754.96
Park Maintenance Worker I	273	2675.26	2809.03	2949.48	3096.95	3251.80
Park Maintenance Worker II	276	2942.51	3089.64	3244.12	3406.32	3576.64
Park Maintenance Worker III	279	3236.85	3400.46	3568.63	3747.06	3934.42
Park Supervisor	270	4103.07	4308.22	4523.63	4749.81	4987.31
Parts Clerk	135	2810.76	2951.29	3098.86	3253.80	3416.49
Plant & Equipment Mechanic	430	3661.19	3844.18	4036.28	4238.03	4449.94
Senior Facilities Maintenance Worker	73	3567.64	3746.02	3933.32	4129.99	4336.49
Senior Plant & Equipment Mechanic	434	4027.44	4228.82	4440.26	4662.27	4895.38
Stage Technician	113	3567.64	3746.02	3933.32	4129.99	4336.49
Street Maintenance Worker III	258	3398.51	3568.44	3746.86	3934.20	4130.91
Street Supervisor	381	4307.71	4523.09	4749.25	4986.71	5236.05
Tree Operations Supervisor	410	4307.71	4523.09	4749.25	4986.71	5236.05
Wastewater Plant Operator I	361	3493.73	3668.41	3851.84	4044.43	4246.65
Wastewater Plant Operator II	360	3843.20	4035.36	4237.13	4448.99	4671.44
Wastewater Plant Operator III	362	4227.53	4438.90	4660.85	4893.89	5138.59
Water/Wastewater Maintenance Worker III	431	3398.51	3568.43	3746.86	3934.20	4130.91
Water/Wastewater Supervisor	429	4631.87	4863.61	5106.59	5362.07	5630.23
Welder - Mechanic	171	3541.37	3718.52	3904.51	4099.68	4304.73

EXHIBIT B**INCENTIVE PAY SCHEDULE**

		<u>Minimum Grade Level to Earn Incentive</u>
1.	<u>Industrial Waste Inspector Certification</u> (CWEA-4 Grade Levels)	
	• Laboratory Technician I & II	I
	• Water/ Wastewater Supervisor	I
	• Chief Wastewater Plant Operator	I
	• Laboratory Services Supervisor	III
	• Environmental Compliance Inspector	III
2.	<u>Laboratory Analyst Certification</u> (CWEA or AWWA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laboratory Technician I	I
	• Laboratory Technician II	II
	• Wastewater Plant Operator I & II	I
	• Environmental Compliance Inspector	II
	• Chief Wastewater Plant Operator	II
	• Laboratory Services Supervisor	III
3.	<u>Mechanical Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Plant and Equipment Mechanic	II
	• Wastewater Plant Operator I & II	I
	• Water/ Wastewater Maintenance Worker I, II, III	II
	• Chief Wastewater Plant Operator	II
	• Sr. Plant and Equipment Mechanic	III
	• Water/ Wastewater Supervisor	II
4.	<u>Sewer Collection Maintenance Certification</u> (CWEA – 4 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	• Laborer, Maintenance Worker I & II (Streets or Water/ Wastewater)	I
	• Maintenance Worker III (Streets or Water/ Wastewater)	II
	• Plant and Equipment Mechanic	II
	• Sr. Plant and Equipment Mechanic	II
	• Street Supervisor, Water/ Wastewater Supervisor	III

5.	<u>Wastewater Treatment Plant Opr. Certification</u> (CSWRCB – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Wastewater Plant Operator I • Wastewater Plant Operator II • Chief Wastewater Plant Operator 	II III IV
6.	<u>Water Distribution Operator Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer (Water/ Wastewater) • Maintenance Worker I, II, III (Water/Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant & Equipment Mechanic • Water/ Wastewater Supervisor 	I II II II III III III
7.	<u>Water Treatment Plant Opr. Certification</u> (State of California – 5 Grade Levels)	<u>Minimum Grade Level to Earn Incentive</u>
	<ul style="list-style-type: none"> • Laborer, Maintenance Worker I, II (Water/ Wastewater) • Maintenance Worker III (Water/ Wastewater) • Laboratory Services Supervisor • Environmental Compliance Inspector • Plant and Equipment Mechanic • Sr. Plant and Equipment Mechanic • Water/ Wastewater Supervisor 	I II II II III III III
8.	<u>Qualified Applicators Certificate</u> (State of California)	
	<ul style="list-style-type: none"> • Street Supervisor • Parks Maintenance Worker III • Parks Supervisor • Streets Maintenance Worker I, II, III & Laborer • Wastewater Plant Operator I • Senior Facilities Maintenance Worker 	

9. Pest Control Advisor License

(State of California)

- Street Supervisor
- Parks Supervisor
- Laborer
- Parks Maintenance Worker I, II, III
- Street Maintenance Worker I, II, III

Notwithstanding the provisions of Article 3, the amount for the Pest Control Advisor License incentive will be \$50 per month.

EXHIBIT C**INCENTIVE PAY FOR EQUIPMENT MAINTENANCE EMPLOYEES****Mechanic Qualifications Smog Certificate issued by Bureau of Automotive Repair (BAR)** (certificate must be current, valid, unlimited) \$50.00

Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Brake Adjustment License issued by BAR \$25.00

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Class A Lamp Adjustment License issued by BAR \$12.50

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Aluminum Welding Proficiency Certificate \$12.50
(From a State certified welding instructor approved by the City)

Equipment Service Worker
Heavy Equipment Mechanic
Welder-Mechanic
Lead Equipment Mechanic

Automotive Service Excellence Technician Certifications**\$25.00/\$50.00**

Equipment Service Worker
 Heavy Equipment Mechanic
 Welder-Mechanic
 Lead Equipment Mechanic

The maximum incentive pay for Equipment Maintenance personnel shall be \$150.00 per month.

Automotive Service Excellence Technician Certifications Incentive

(Only courses listed below will qualify towards ASE incentive)

- A-1 Engine Repair
- A-2 Automatic Transmission/Transaxle
- A-3 Manual Drive Train & Axles
- A-4 Suspension & Steering
- A-5 Brakes
- A-6 Electrical/ Electronic Systems
- A-7 Heating & Air Conditioning
- A-8 Engine Performance

- F-1 Light Vehicle Compressed Natural Gas

- H-2 Transit Bus: Diesel Engines
- H-3 Transit Bus: Drive Train
- H-4 Transit Bus: Brakes
- H-5 Transit Bus: Suspension and Steering
- H-6 Transit Bus: Electrical/Electronic Systems
- H-7 Transit Bus: HVAC

- P-1 Med/Hvy Truck Dealership Parts**
- P-2 Automobile Parts**
- P-3 Truck Aftermarket Brake Parts**
- P-4 General Motors Parts Consultant**
- P-9 Truck Aftermarket Suspension and Steering Parts**

- T-1 Med/Hvy Truck: Gasoline Engines
- T-2 Med/Hvy Truck: Diesel Engines
- T-3 Med/Hvy Truck: Drive Train
- T-4 Med/Hvy Truck: Brakes
- T-5 Med/Hvy Truck: Suspension & Steering
- T-6 Med/Hvy Truck: Electrical/ Electronic Systems
- T-7 Med/Hvy Truck: Heating, Ventilation, & A/C
- T-8 Med/Hvy Truck: Preventive Maintenance Inspection

EXHIBIT D4-10 WORK PLAN FOR EQUIPMENT MAINTENANCE PERSONNEL

- ~~1. Daily work hours are 7:00 am to 5:30 pm with a ½ hour lunch or as otherwise established.~~
- ~~2. Mechanics will work Monday through Thursday or Tuesday through Friday for ten hours each day.~~
- ~~3. When requesting days off for vacation and holidays, or a day off for sickness, the charged time off is ten hours.~~
- ~~4. Floating holidays and fixed holidays are based on eight hours off. To use floating holidays, an employee must use an additional two hours of accumulated time (vacation or comp time) or take a two hour leave without pay.~~
- ~~5. During the week of a fixed holiday, all employees will be scheduled to work eight hours a day for the remaining four days, from 8:00 am to 4:30 pm with a ½ hour lunch unless other arrangements are approved by the department.~~
- ~~6. The ten hour day, four day week plan will not affect existing City personnel policies in effect as to earning vacation, sick leave, floating holidays, or wages.~~
- ~~7. When one or more employee(s) is on vacation, floating holiday, or sick leave, the work schedule of other personnel shall be flexible to allow changing the normal work week around to provide improved coverage and supervision. When a schedule change is required, notification shall be made as soon as possible. Occasional work loads may require temporary schedule changes (i.e., leaf season), for which 24 hour notice, minimum, will be given.~~
- ~~8. It is assumed that in taking a floating or fixed holiday, that it is the employee's choice to use vacation for the additional two hours unless specific request is made to use comp time or take leave without pay.~~
- ~~9. Pay checks will be issued on the Thursday before a payday to staff regularly scheduled off on Fridays. Personnel who work on Fridays will be issued paychecks as usual.~~

EXHIBIT E

- ~~1. AFSCME and the City of Lodi agree to conduct a new classification review of the Environmental Compliance Inspector job description. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~
- ~~2. AFSCME and the City of Lodi agree to conduct a new classification review of the Senior Storm Pump Mechanic job description. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~
- ~~3. AFSCME and the City of Lodi agree to conduct a classification review of the Maintenance Worker II (Traffic and Sign Making Specialist). A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~
- ~~4. AFSCME and the City of Lodi agree to conduct a classification review of the Welder/Mechanic at the Parks and Recreation Department. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~
- ~~5.1. AFSCME and the City of Lodi agree to conduct a classification review of the Parts Clerk at the Public Works Department. A comprehensive classification study will be done. If as a result of the study, a new classification is created, a new salary schedule will be created. This shall be done as soon as possible. The results shall be effective retroactive to December 8, 2008.~~

A.F.S.C.M.E. COUNCIL 57
LOCAL 146-AFL-CIO**CITY OF LODI**
A MUNICIPAL CORPORATION

<u>Nancy Vinson</u>	<u>Konrad Bartlam</u>
<u>Chief Negotiator</u>	<u>City Manager</u>
<u>Date:</u>	<u>Date:</u>

<u>Sherry Moroz</u>	<u>Dean Gualco</u>
<u>President</u>	<u>Human Resources Manager</u>
<u>Date:</u>	<u>Date:</u>

Linda Tremble
Vice President
Date:

Donnie Sanford
Vice President
Date:

Terri Lovell
Secretary
Date:

Dan Tarnasky
MO Representative.
Date:

Brian Longpre
MO Representative.
Date:

Kari Chadwich
GS Representative
Date:

Chris Boyer
GS Representative.
Date:

Sandy Smith
Treasurer.
Date:

Sandy Smith
Treasurer.
Date:

<u>Felix Huerta</u>	<u>Blair King</u>
<u>Chief Negotiator</u>	<u>City Manager</u>
<u>Date:</u>	<u>Date:</u>

<u>Mark Ruggiero</u>	<u>Dean Gualco</u>
<u>President</u>	<u>Human Resources Manager</u>
<u>Date:</u>	<u>Date:</u>

Tom Gabriel
Water/Wastewater Maint. Worker III
Date:

Jesse Barnett
Street Maintenance Worker III

Date: _____

Ken Gruszie
Welder – Mechanic

Date: _____

Chris Tallman
Parks Maintenance Worker-II

Date: _____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Benefit Modifications for Council Appointees and Executive Management and authorizing the execution of agreements with Council Appointees and Executive Management incorporating the benefit modifications; and Further Authorizing Outside Counsel to Draft Council Appointee (City Attorney) Employment Agreement

MEETING DATE: March 21, 2012

PREPARED BY: Human Resources Manager
Deputy City Attorney

RECOMMENDED ACTION: Adopt resolution approving benefit modifications for Council Appointees and Executive Management and authorizing the execution of agreements with Council Appointees and Executive Management incorporating the benefit modifications; and further authorizing outside Counsel to draft Council Appointee (City Attorney) employment agreement.

BACKGROUND INFORMATION: Based on direction of Council, staff recommends continuation or modification to the current salary and benefits of Council Appointees and Executive Management, as follows:

- Council Appointees and Executive Management will continue to pay 7 percent of the employee's share of retirement benefits (originally approved by Council as a concession on June 1, 2011).
- Council Appointees and Executive Management will pay 100 percent of the change in medical costs beginning January 1, 2013. Baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44).
- City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively) beginning the first pay period 14 days after Council approval of the proposed resolution.
- City will restore a match, up to a maximum of 3 percent of salary, to the Deferred Compensation contributions made by Council Appointees and Executive Management effective June 25, 2012.
- City will restore the ability of Council Appointees and Executive Management to cash-out up to 40 hours of Administrative Leave effective January 1, 2013.
- City will standardize sick leave accrual in the amount of 3.70 hours per pay period for all Council Appointees and Executive Management.
- City will standardize vacation leave accrual for those Council Appointees and Executive Managers currently accruing vacation leave at 4.62 hours per pay period as follows: Vacation leave will accrue at 4.62 hours per pay period (equivalent to five full years of service), with future leave to be accrued according to the Executive Statement of Benefits, with the employee's sixth year of service equal to the 12th year, the ninth year of service equal to the 15th year, and so on, as set forth in the Executive Statement of Benefits.

APPROVED: _____
Konradt Bartlam, City Manager

Authorization is also sought authorizing the drafting and execution of agreements with Council Appointees (City Manager and City Clerk) and Executive Management incorporating the foregoing benefit modifications.

Further, authorization is sought to retain outside counsel, namely, Kronick, Moskovitz, Tiedemann & Girard, to draft the City Attorney's employment agreement for the purpose of avoiding any conflict of interest.

FISCAL IMPACT: It is estimated that these benefit modifications will save the City \$220,500 over the next two calendar years.

FUNDING AVAILABLE: Necessary funding will be included in each fiscal year budget.

Jordan Ayers
Deputy City Manager/Internal Services Director

Dean Gualco
Human Resources Manager

Janice D. Magdich
Deputy City Attorney

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
BENEFIT MODIFICATIONS FOR COUNCIL APPOINTEES AND
EXECUTIVE MANAGEMENT EMPLOYEES AND AUTHORIZING
THE DRAFTING AND EXECUTION OF EMPLOYMENT
CONTRACTS; AND FURTHER AUTHORIZING OUTSIDE
COUNSEL TO DRAFT COUNCIL APPOINTEE (CITY ATTORNEY)
EMPLOYMENT AGREEMENT

=====

WHEREAS, it is recommended that Council approve the continuation or modification to current salary and benefits for Council Appointees (City Attorney, City Manager, City Clerk) and Executive Management employees (Public Works Director, Library Director, Chief of Police, Fire Chief, Deputy City Manager, Parks & Recreation and Cultural Services Director, Electric Utility Director) as follows:

- Council Appointees and Executive Management will continue to pay 7 percent of the employee's share of retirement benefits (originally approved by Council as a concession on June 1, 2011);
- Council Appointees and Executive Management will pay 100 percent of the change in medical costs beginning January 1, 2013. Baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1,587.14; Employee+1, \$1,220.88; Single, \$610.44);
- City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively) beginning the first pay period 14 days after Council approval of this resolution;
- City will restore a match, up to a maximum of 3 percent of salary, to the Deferred Compensation contributions made by Council Appointees and Executive Management effective June 25, 2012;
- City will restore the ability of Council Appointees and Executive Management to cash-out up to 40 hours of Administrative Leave effective January 1, 2013;
- City will standardize sick leave accrual in the amount of 3.70 hours per pay period for all Council Appointees and Executive Management; and
- City will standardize vacation leave accrual for those Council Appointees and Executive Managers currently accruing vacation leave at 4.62 hours per pay period as follows: Vacation leave will accrue at 4.62 hours per pay period (equivalent to five full years of service), with future leave to be accrued according to the Executive Statement of Benefits, with the employee's sixth year of service equal to the 12th year, the ninth year of service equal to the 15th year, and so on, as set forth in the Executive Statement of Benefits.

WHEREAS, it is recommended that the Lodi City Council authorize the drafting and execution of Employment Agreements with Council Appointees (City Manager and

City Clerk) and Executive Management employees incorporating the foregoing benefit modifications; and

WHEREAS, in order to avoid a conflict of interest, it is further recommended that the City Attorney's employment agreement be drafted by outside counsel, namely, Kronick, Moskovitz, Tiedemann & Girard.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby approve the continuation or modification to the current benefits for Council Appointees and Executive Management employees as outlined above; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the drafting and execution of Employment Agreements with Council Appointees (City Manager and City Clerk) and Executive Management employees incorporating the foregoing benefit modifications; and

BE IT FURTHER RESOLVED that the law firm of Kronick, Moskovitz, Tiedemann & Girard be retained to draft the employment agreement for Council Appointee (City Attorney), incorporating the foregoing benefit modifications.

Date: March 21, 2012

=====

I hereby certify that Resolution No. 2012-____ was passed and adopted by the Lodi City Council in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Acknowledging the City of Lodi Electric Utility's Obligation Regarding Energy Storage Systems as Defined in Assembly Bill (AB) 2514

MEETING DATE: March 21, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution acknowledging the City of Lodi Electric Utility's obligation regarding energy storage systems as defined in Assembly Bill (AB) 2514.

BACKGROUND INFORMATION: AB 2514 was signed into law in September 2010. The new statute requires the California Public Utilities Commission to open proceedings to determine appropriate targets, if any, for each load-serving entity (defined as electric service providers) to procure viable and cost-effective energy storage systems commencing this month. As defined by AB 2514, an energy storage system means commercially available technology that is capable of absorbing energy, storing it for a period of time, and discharging it for use.

For municipal service providers, the new state law requires the governing board of each local publicly/owned electric utility (i.e.: City of Lodi Electric Utility) to initiate a process for determining targets for energy storage systems also during March 2012.

In order to remain in compliance with AB 2514, Lodi Electric Utility staff is presenting this issue to the City Council and will, at a City Council meeting later this year, provide an overview of potential viable and cost-effective energy storage systems, as well as potential storage system procurement targets.

By adopting the resolution, the Council authorizes the Utility Director or designee to initiate a process for determining the appropriate targets, if any, for the Electric Utility Department to procure viable and cost-effective energy storage systems to be achieved over the next nine years, as prescribed by law.

FISCAL IMPACT: Not applicable.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Manager, Customer Service & Programs

EAK/RSL/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY
COUNCIL ACKNOWLEDGING THE CITY OF
LODI ELECTRIC UTILITY'S OBLIGATION
REGARDING ENERGY STORAGE SYSTEMS
AS DEFINED IN ASSEMBLY BILL (AB) 2514

=====

WHEREAS, the California Legislature and the Governor of California have approved Assembly Bill (AB) 2514; and

WHEREAS, this new law requires the governing board of each local, publicly-owned electric utility to initiate a process for determining appropriate targets, if any, to procure viable and cost-effective energy storage systems; and

WHEREAS, as required under state law, Electric Utility staff will provide at a future 2012 Lodi City Council meeting, an overview of potential viable and cost-effective energy storage systems, as well as potential energy storage system procurement targets.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby acknowledge the City of Lodi Electric Utility's obligation regarding energy storage systems as defined in Assembly Bill (AB) 2514, now California law.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Setting Late Fees for Delinquent Utility Bills

MEETING DATE: March 21, 2012

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Adopt resolution setting late fees for delinquent utility bills.

BACKGROUND INFORMATION: Earlier this year, Council approved changes in the utility billing ordinance and was advised that a \$10 late fee would attach to delinquent accounts on the 27th day after billing, a \$15 late fee would attach to delinquent accounts on the 37th day after billing and a \$25 late fee would attach to delinquent accounts on the 47th day after billing and each month thereafter. Staff advised Council that this timeline was not in accordance with our current resolutions regarding late fees and that staff would bring back a resolution to conform the billing practices and resolutions. The recommended resolution conforms the timing of attaching late fees to accounts to the practices approved by Council in the latest timeline.

Late fee amounts have not changed since 2003 and staff is not recommending that the amounts be changed at this time. Revenues generated from late fees were about \$881,000 in Fiscal Year 2010/11 and are projected to be a little above \$900,000 for Fiscal Year 2011/12.

During Fiscal Year 2010/11, the City issued about 6,325 utility bills each month (75,900 annually) that contained some form of late charge. This represents about 25 percent of the monthly utility bills. While the calculation and issuance of utility bills is automated, bills with late charges generate a significant number of calls to customer service staff. Additionally, the separate late notices that are mailed to these 6,325 customers each month represent an additional expense of about \$50,000 annually to the City and also generate a significant number of calls. These calls are generally for explanation of the charges, requests regarding waiving or rescinding late charges and for making terms to pay the delinquent bills to avoid further late charges or account shut-off. Assuming that 40 percent of the delinquent accounts contact Finance staff each month, it is estimated that annual costs for responding to these calls ranges between \$645,000 and \$1.2 million, depending upon the average duration of the calls.

FISCAL IMPACT: Late charge revenue is about \$900,000 per year. It is anticipated that the recent changes to the utility billing timeline will reduce this revenue stream, but the total impact cannot be reasonably estimated at this time.

FUNDING AVAILABLE: Late charge revenue of close to \$900,000 annually supports the City activities in assessing, noticing, collecting and explaining late charges to our customers.

Jordan Ayers
Deputy City Manager

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
SETTING LATE FEES FOR DELINQUENT
UTILITY BILLS

=====

WHEREAS, Lodi Municipal Code Section 13.04.030 (D) states that the City Council shall from time to time set late charges for delinquent utility bills; and

WHEREAS, the City Council last acted on setting late fees on delinquent utility bills in July 2003; and

WHEREAS, the City Council adopted changes to Chapter 13.04 of the Lodi Municipal Code in February 2012; and

WHEREAS, the City Council determines that it is necessary to adopt a Resolution setting the late fees and the timing of attaching said late fees to delinquent utility accounts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby set the following late fees and the dates upon which said late fees attach to delinquent utility accounts:

Late Fee Amount	Date Fee Attaches to Delinquent Account
\$10	27 calendar days after bill issued
\$15	37 calendar days after bill issued
\$25	47 calendar days after bill issued and every month thereafter

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for April 18, 2012, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial and Industrial Customers

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for April 18, 2012, to consider adopting resolution setting pre-approved Engineering News Record Adjustment Index for wastewater rates for residential, commercial and industrial customers.

BACKGROUND INFORMATION: City Council approved wastewater rate increases of 25 percent effective July 16, 2009; 20 percent effective July 1, 2010; 10 percent effective July 1, 2011; and 5 percent effective July 1, 2012. Also, the City Council approved an Engineering News Record – 20 Cities Average (ENR) based indexing of wastewater rates beginning with FY 2012/13. A Proposition 218 procedure was conducted that validated these actions.

Staff has regularly updated the Wastewater Utility Financial Plan with the assistance of The Reed Consulting Group, Inc., of Sacramento. A copy of the current Financial Plan is attached as Exhibit A. The recommended rate adjustments in the Financial Plan are 5 percent beginning July 1, 2012, and an estimated ENR-based indexing of 3 percent beginning July 1, 2013. The rates for this next year, attached as Exhibit B, reflect an increase of 3 percent, which is lower than the 5 percent previously approved by Council. The rate increase for this past year was 5 percent, lower than the 10-percent increase anticipated in 2009.

FISCAL IMPACT: Increased revenues to the wastewater utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments
cc: Information Systems Manager
Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

City of Lodi -- Wastewater Utility
Financial Plan Summary

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	
	5%	3%	3%	3%	3%	3%	3%	3%	3%	
WASTEWATER OPERATING FUND (170)										
<i>Beginning Balance</i>	3,407,000	4,065,272	5,695,794	5,672,916	5,231,638	4,005,960	3,927,882	3,536,304	3,472,226	
<i>Revenues</i>										
Wastewater Sales	13,308,990	13,735,000	14,175,000	14,629,000	15,097,000	15,580,000	16,078,000	16,592,000	17,123,000	
Infrastructure Replacement	-	-	-	-	-	-	-	-	-	
Interest Earnings	20,540	91,000	155,000	185,000	201,000	158,000	155,000	141,000	139,000	
Other Revenues	165,000	170,500	176,000	181,500	187,000	192,500	198,000	203,500	210,100	
Transfer In for Debt Service (172)	-	54,000	67,000	81,000	94,000	94,000	94,000	94,000	94,000	
Transfer In for Debt Service (173)	1,865,000	1,495,000	14,000	83,000	98,000	113,000	129,000	297,000	415,000	
Transfer From/(To) Rate Stabilization Fund (174)	-	-	-	-	-	-	-	-	-	
Total Revenues	15,359,530	15,545,500	14,587,000	15,159,500	15,677,000	16,137,500	16,654,000	17,327,500	17,981,100	
<i>Expenditures</i>										
Transfer Out to Gen'l Fund (Cost of Services)	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	1,451,478	
Transfer Out to WW Capital Outlay (171)	1,000,000	1,000,000	1,500,000	2,200,000	3,200,000	2,200,000	2,700,000	2,700,000	3,700,000	
Transfer Out To WW Cap. Rsrv. (172)	750,000	-	-	-	-	-	-	-	-	
Administration & Other	1,619,450	1,356,500	1,313,400	1,361,300	1,411,200	1,463,100	1,517,100	1,573,100	1,632,100	
Plant Maintenance	4,349,290	4,522,000	4,701,000	4,887,000	5,080,000	5,282,000	5,492,000	5,712,000	5,941,000	
Sanitary System Maintenance	678,880	703,000	729,000	755,000	782,000	810,000	840,000	870,000	901,000	
Storm Drainage Maintenance	698,120	726,000	755,000	785,000	817,000	850,000	885,000	921,000	958,000	
Industrial System Maintenance	37,040	38,000	39,000	40,000	41,000	42,000	43,000	44,000	45,000	
2003 Wastewater COP Debt Service	379,000	381,000	377,000	378,000	378,000	377,000	376,000	378,000	379,000	
2004 Wastewater COP Debt Service	2,139,000	2,138,000	2,140,000	2,140,000	2,135,000	2,134,000	2,127,000	2,125,000	2,129,000	
2007 Wastewater COP Debt Service	1,599,000	1,599,000	1,604,000	1,603,000	1,607,000	1,606,000	1,614,000	1,617,000	1,609,000	
Total Expenditures	14,701,258	13,914,978	14,609,878	15,600,778	16,902,678	16,215,578	17,045,578	17,391,578	18,745,578	
<i>Ending Balance</i>	4,065,272	5,695,794	5,672,916	5,231,638	4,005,960	3,927,882	3,536,304	3,472,226	2,707,748	
Operating Reserve (25%)	3,238,000	3,229,000	3,277,000	3,350,000	3,426,000	3,504,000	3,586,000	3,673,000	3,761,000	25%
Available Balance	827,272	2,466,794	2,395,916	1,881,638	579,960	423,882	(49,696)	(200,774)	(1,053,252)	
Debt Service Coverage (min. = 1.20)	1.26	1.47	1.44	1.49	1.54	1.58	1.63	1.67	1.72	
without COST	1.61	1.82	1.79	1.84	1.90	1.93	1.98	2.02	2.07	
WASTEWATER CAPITAL OUTLAY (171)										
<i>Beginning Balance</i>	5,353,090	3,999,662	3,979,662	627,662	665,662	328,662	1,964,662	1,291,662	3,357,662	

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Revenues									
Transfer In (from 170)	-	-	500,000	1,500,000	2,500,000	1,500,000	2,000,000	2,000,000	3,000,000
Transfer In (from 170-Deprec.)	1,000,000	1,000,000	1,000,000	700,000	700,000	700,000	700,000	700,000	700,000
Other Revenue	-	-	-	-	-	-	-	-	-
Investment Earnings	-	-	-	-	-	-	-	-	-
Total Revenues	1,000,000	1,000,000	1,500,000	2,200,000	3,200,000	2,200,000	2,700,000	2,700,000	3,700,000
Expenditures									
Capital Projects	-	-	-	-	-	-	-	-	-
Financial Planning	27,179	-	-	-	-	-	-	-	-
Vacumm Truck Engine Repl	-	-	-	-	-	-	-	-	-
Replacement Vehicle 04-003	-	-	-	-	-	-	-	-	-
Replacement Vehicle 04-137	-	-	-	-	-	-	-	-	-
Replacement Vehicle 04-083 & 04-041	62,500								
Install CARB particulate filters	15,000								
Storm Imprv	-	-	-	-	-	-	-	-	-
Misc. System Relocations	102,000	38,000	39,000	41,000	43,000	44,000	46,000	48,000	50,000
Misc. Wastewater Taps	65,000	43,000	45,000	47,000	49,000	51,000	53,000	55,000	57,000
Collect. System Capac. Enhanc. Projects	-	22,000	225,000	23,000	243,000	25,000	263,000	27,000	285,000
Wastewater Main Replac./Lining Proj.	1,500,000	108,000	2,250,000	117,000	2,433,000	127,000	2,632,000	137,000	2,847,000
Storm Drain Trash Handling System	-	54,000	562,000	35,000	365,000	-	-	-	-
Lift Sta. Remote Term. Unit Replac.	-	22,000	-	-	-	-	-	-	-
Fats, Oils, and Grease Program	-	-	-	-	-	-	-	-	-
Replace 04-95 Vacuum Truck	-	-	-	-	-	-	-	-	-
Decommission Fleet Service Shop	-	-	-	-	-	-	-	-	-
Munic. Service Center PBX Replac.	1,000	-	-	-	-	-	-	-	-
Munic. Service Center Parking Reconstr.	73,000	-	-	-	-	-	-	-	-
Lift Station Generator Replacements	74,000	108,000	-	58,000	-	-	-	-	-
Vehicles and Other Equipment	150,000	162,000	169,000	175,000	182,000	190,000	197,000	205,000	213,000
White Slough Compliance Studies & Rpts	164,000	-	-	-	-	-	-	-	-
Plant Maint. & Land Applic. Area Improv.	-	-	-	-	-	-	-	-	-
Irrigation Improvements - WSWPCF	100,000	-	-	-	-	-	-	-	-
Primary Chain & Flights	-	75,000	75,000	75,000	75,000	-	-	-	-
Boiler Retube	19,749	-	-	20,000	-	-	-	-	-

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Headworks Ventilation Upgrade	-	30,000	-	-	-	-	-	-	-
Equalization Pond Check Valve	-	15,000	-	-	-	-	-	-	-
Maintenance Shop Rollup Doors	-	15,000	-	-	-	-	-	-	-
Boiler System Inline Water Conditioner	-	15,000	-	-	-	-	-	-	-
Roadway Improvements	-	50,000	-	50,000	-	-	50,000	-	-
Fence Repairs/Upgrades	-	25,000	25,000	-	25,000	-	-	25,000	-
Anaerobic Digester Painting	-	130,000	-	-	-	-	-	-	-
Pond Lining Project	-	-	1,350,000	1,404,000	-	-	-	-	-
Plant Security Enhancements	-	-	-	-	-	-	-	-	-
Miscellaneous Future Projects	-	108,000	112,000	117,000	122,000	127,000	132,000	137,000	142,000
Total Expenditures	2,353,428	1,020,000	4,852,000	2,162,000	3,537,000	564,000	3,373,000	634,000	3,594,000
Ending Balance	3,999,662	3,979,662	627,662	665,662	328,662	1,964,662	1,291,662	3,357,662	3,463,662

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Ending Balance	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000

Aggregate End-of-Year Balance	11,984,000	12,883,000	9,577,000	9,189,000	7,641,000	9,215,000	8,319,000	10,439,000	9,802,000
Operating Reserve (25%)	3,238,000	3,229,000	3,277,000	3,350,000	3,426,000	3,504,000	3,586,000	3,673,000	3,761,000
Restricted DS Reserve	2,332,103	2,395,156	2,395,156	2,395,156	2,395,156	2,395,156	2,395,156	2,395,156	2,395,156
2007 COP Proceeds	299,003	299,003	299,003	299,003	299,003	299,003	299,003	299,003	299,003
Rate Stabilization Fund	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Net Available for Capital Projects	5,614,894	6,459,841	3,105,841	2,644,841	1,020,841	2,516,841	1,538,841	3,571,841	2,846,841

City of Lodi -- Wastewater Utility Financial Plan Assumptions										
	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	
Financial Assumptions										
General Inflation	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Labor Inflation	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%	3.4%
Material/Energy Inflation	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
Construction Inflation	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Interest Earnings	1.5%	2.0%	2.5%	3.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Cust. Growth (SSUs)	-	-	50	51	52	53	54	55	56	
Wastewater Mitigation Impact Fee	\$ 6,140	\$ 6,390	\$ 6,650	\$ 6,920	\$ 7,200	\$ 7,490	\$ 7,790	\$ 8,100	\$ 8,420	

Exhibit B
City of Lodi -- Wastewater Utility
Current and Proposed Wastewater Rates

	Current	July 2012
Residential		
Percent Increase		3
Flat Rates (\$/month)		
1 Bedroom	\$ 24.47	\$ 25.20
2 Bedroom	\$ 32.62	\$ 33.60
3 Bedroom	\$ 40.78	\$ 42.00
4 Bedroom	\$ 48.93	\$ 50.40
5 Bedroom	\$ 57.09	\$ 58.80
6 Bedroom	\$ 65.24	\$ 67.20
7 Bedroom	\$ 73.40	\$ 75.60
Usage-Based Rates		
Service Charge (\$/month)	\$ 22.28	\$ 22.95
Usage Charge (\$/CCF) (1)	\$ 2.53	\$ 2.61
Non-Residential (\$/month)		
Moderate Strength (per SSU)	\$ 32.62	\$ 33.60
High Strength		
Flow (per MG, annual basis)	\$ 3,303.25	\$ 3,402.35
BOD (per 1,000 lbs, annual basis)	\$ 545.12	\$ 561.47
SS (per 1,000 lbs, annual basis)	\$ 340.84	\$ 351.07
Grease Interceptor & Septic Holding Tank		
Waste within City Limits (per 1,000 gal.)	\$ 288.63	\$ 297.29
Septic (only) Holding Tank Waste		
Outside City Limits (per 1,000 gal.)	\$ 612.73	\$ 631.11
Disposal to Storm Drain System (per MG)	\$ 303.18	\$ 312.28

Notes:

(1) Winter water usage determined as average monthly usage from December through February.

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Conduct A Public Hearing to Approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program.

MEETING DATE: March 21, 2012

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Conduct a public hearing to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

In May 2009, the Council approved the 2009-14 CDBG Consolidated Plan, a five-year plan for identifying and addressing community needs. The Consolidated Plan contains an assessment that defines housing and community development needs for low-income persons and families, as well as a variety of special needs populations, including homeless, elderly, and disabled persons. The needs assessment is based on Census data, other available data sources, and input from community residents and service providers. The second component of the Consolidated Plan is a strategic plan, which lays out the City's method for expending CDBG funds over the five-year period and sets goals and priorities for each type of eligible activity.

The Action Plan is the Consolidated Plan's annual implementing document and provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

Funding Allocation

The City will receive \$630,001 in CDBG funds from the federal government for the coming fiscal year, a 6.7 percent reduction from 2011/12. That annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012/13 of \$741,541.

Funding and Application Process

The remaining process for allocating the 2012/13 CDBG funding is as follows:

- March 21, 2012 Public Hearing to review draft Action Plan documents.
- April 2 – May 2, 2012 Public review period.
- May 2, 2012 Public Hearing to adopt Final Action Plan documents.
- May 15, 2011 Action Plan due to HUD.

APPROVED: _____
Konradt Bartlam, City Manager

At the completion of an application period that ran from January 11, 2012 to February 8, 2012, the City received a total of 11 applications from community-based organizations (CBO's) requesting a total of \$389,865. After the preliminary review, it was found that 10 of the 11 applications were for eligible activities. Those 10 applications were then evaluated with a grading/scoring matrix that is intended to provide a standard of measurement to allow for an empirical rating of applicants. Each application is rated on a grading scale that allows a maximum of 100 points

The review of the applications centered on the rating criteria that focuses on the following areas:

- *Activity Need and Justification.* Activities were evaluated on their ability to address a significant community need and their benefit to very low-income persons.
- *Readiness to Proceed.* Programs and projects were evaluated based on their feasibility of implementation, overall and within the allotted time frame.
- *Cost Reasonableness and Effectiveness.* Budgets were reviewed to determine completeness and reasonableness of all costs related to the request for CDBG funding. Organizations applying for service funding were also evaluated on their ability to become self-sustaining.
- *Activity Management and Implementation.* Applicants were evaluated on experience, administrative capacity, and financial management.
- *Past Performance.* Applicants previously receiving CDBG funds from the City will be evaluated on their reporting and timely expenditure of funds.
- *Matching Contributions.* Consideration was given to the amount of non-CDBG/HOME funds committed to the project.

The results from that scoring review are indicated on the Summary of Applications Received (Exhibit A).

In 2007, the City Council adopted a CDBG allocation policy that predetermines a set-aside of 60 percent of the CDBG adjusted annual allocation for City projects and services, and 40 percent for CBO projects and services. The distribution of CDBG funding in accordance with that policy is indicated in the following Table.

2012/13 CDBG Allocation	\$ 630,001
20% Program Admin	(\$126,000)
Adjusted Balance	\$504,001
Supplemental Program Income	\$111,540
Total Funding Available for Distribution	\$615,541
60% Set-aside for City Projects & Services	\$ 369,325
40% Set-aside for CBO Projects & Services	\$ 246,216

HUD Regulations also place a 15 percent cap on the amount of funding that can be allocated to Public Service activities, whether that be by the City or by a CBO. We have a total of \$179,500 requested in Public Services and a Service Cap of \$115,414 for 2012/13.

CDBG Funding Recommendations

For planning and administrative activities, an allocation of \$126,000 (20 percent of the CDBG 2012/13 allocation) is recommended to cover the costs of managing the CDBG Program. Remaining funding recommendations are grouped into the following categories: City projects, City service programs, community-based organization (CBO) projects, and CBO service programs.

Funding recommendations for these four categories are listed below, with additional detail on applicants and recommendations in Exhibit A (Summary/Ranking of 2010/11 Applications Received), Exhibit B (Internal Applications Received), and Exhibit C (City Manager's Recommendations for Funding).

PROGRAM ADMINISTRATION \$126,000

CITY CAPITAL PROJECTS (\$365,041)

- ADA Retrofit Improvements (\$290,041)
- Hale Park Sport Court Resurfacing (\$75,000)

CITY SERVICE PROGRAMS (\$75,000)

- Spay/Neuter Program (\$25,000)
- Graffiti Abatement (\$50,000)

CBO CAPITAL PROJECTS (\$135,000)

- LOEL Center – Demo 125 S. Washington (\$120,000)
- Lodi House – Window Replacement (\$15,000)

CBO SERVICE PROGRAMS (\$40,414)

- San Joaquin Fair Housing – Fair Housing Services (\$17,914)
- Second Harvest Food Bank - Food Assistance Programs (\$7,500)
- Salvation Army – Food Programs (\$15,000)

Section 108 Loan Authorization

One other element of the 2012/13 Annual Action Plan is the authorization for the City to pursue an application for a Section 108 Loan from HUD for ADA Improvements at the Grape Bowl facility.

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program that provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

The maximum repayment period for a Section 108 loan is twenty years. However, at the meeting of October 5, 2011, the City Council did already determine a preference for a loan term of no more than 15 years.

For the Grape Bowl Project in particular, an estimated \$701,758 worth of the public facility improvements have been identified as potentially eligible for CDBG funding as removal of architectural barriers to accessibility within that facility.

Next Steps

Upon completion of the initial public hearing, the Draft Action Plan will be available for public review and comment and will be brought back for final approval on May 2, 2012. The adopted Action Plan document must be submitted to HUD no later than May 15, 2012 in order to receive funding beginning July 1, 2012.

FISCAL IMPACT: CDBG are federal funds. Capital improvements allow for maintenance costs to be reduced. Administration costs are paid via a 20 percent set-aside of the grant funds.

FUNDING AVAILABLE: \$630,001 - 2012/13 Annual Community Development Block Grant Award
\$111,540 - Program Income from San Joaquin Urban County Program

Jordan Ayers, Deputy City Manager

Konradt Bartlam
Community Development Director

Attachments

KB/jw

City of Lodi 2012-13 CBO Applications Received

Project - Organization	Project Description	Activity Type	Fund Request	Score
Fair Housing Services San Joaquin Fair Housing	Provide required fair housing services, including telephone hotline for tenants and landlords, investigation of complaints, and fair housing testing.	Public Service	\$18,000	94
Food Distribution Programs Second Harvest Food Bank	Provide support for the administration of the Food Assistance and Senior Brown Bag Programs.	Public Service	\$10,000	94
Food Programs Salvation Army - Lodi	Expansion of services to needy families and individuals through the Community Dining Hall and the Emergency Food Distribution, Christmas Boxes, and No Child Left Hungry Programs.	Public Service	\$20,000	94
Mobile Farmer's Market Emergency Food Bank of Greater Stockton	Offer a mobile farmer's market once a month in Lodi, which includes distribution of free fruits and vegetables, nutrition education, and cooking demonstrations.	Public Service	\$1,500	89
Farm to Family Program Collaborative of Hunger (Emergency Food Bank & Family Services)	Provide fresh fruit and produce to needy families.	Public Service	\$5,000	82
Family Support Services Community Partnership for Families	Expansion of the existing Service Integration Program for low-income families that need counseling and coordination of service delivery from multiple agencies.	Public Service	\$15,000	82
Family Reunification Services Share Homes Family Services	Funding for Court-ordered supervised visitations and counseling services. These visits give the children an opportunity to see their parents in a safe environment, with the goal of breaking the cycle of abuse and working towards family reunification.	Public Service	\$20,000	82
Sunrise Program El Concilio	New youth activities program at the Lodi Boy's and Girl's Club for LUSD students on the modified traditional school year calendar who are off-track.	Public Service	\$15,000	77
TOTAL CBO PUBLIC SERVICE FUNDING			\$104,500	

City of Lodi 2012-13 CBO Applications Received

Project - Organization	Project Description	Activity Type	Fund Request	Score
Demolition of Adjacent Building - 125 S. Washington LOEL Center & Gardens	Demolition, grading and fencing of site. Interim use will be vegetable garden for LOEL Center. Next phase of development to include either additional parking for LOEL facility or a senior housing project.	Public Facility	\$105,000	81
Window Replacement at Transitional Housing Facility Lodi House	Retrofit of new energy-efficient windows at transitional housing facility.	Rehabilitation	\$13,000	74
TOTAL CBO PROJECT FUNDING			\$118,000	

City of Lodi 2012-13 Internal Applications Received

Project - Department	Project Description	Activity Type	Fund Request	Timeliness
ADA Retrofit Improvements Public Works	Install ADA-accessible curb ramps/walkways and ADA-compliant parking stalls and path-of-travel improvements at City-owned facilities and at various intersections to comply with ADA standards.	Public Facility	\$290,041	These funds would supplement the \$150,000 allocated through the Separation Agreement with SJC. Project will need to start in 2012 and be completed by Spring of 2013.
Hale Park Sport Court Resurfacing Parks and Recreation	Renovation and resurfacing of existing sport court surface at Hale Park.	Public Facility	\$75,000	We would push to get this project completed in Fall of 2012.
	TOTAL CITY PROJECTS REQUESTED		\$365,041	
Spay and Neuter Program Animal Services	Continue the Spay/Neuter Program that offers free spay/neuter services to feral cats and cats and pit bulls owned by low-income households. Animals are also given a rabies shot if needed.	Public Service	\$25,000	Funding would be expended by June 30, 2013.
Graffiti Abatement Public Works	Abate graffiti on public and private properties in the CDBG target areas.	Public Service	\$50,000	Funding would be expended by June 30, 2013.
	TOTAL CITY SERVICES REQUESTED		\$75,000	

**CITY MANAGER'S RECOMMENDATIONS
2012/13 CDBG ALLOCATIONS**

2012/13 CDBG Allocation
Program Administration (20%)
Adjusted Balance
Reallocated Program Income from Urban County
Total Funding Available

City Projects

ADA Improvements
Hale Park Sport Court Resurfacing

City Service Programs

Spay/Neuter Program
Graffiti Abatement

CBO Projects

LOEL Center - Demo 125 S. Washington
Lodi House - Window Replacement Project

CBO Service Programs

Fair Housing (94)
Second Harvest Food Bank (94)
Salvation Army - Food Programs (94)
EFB - Mobile Farmer's Market (89)
Share Homes - Counseling (82)
EFB - Farm to Family Program (82)
Comm. Partnership - Family Support (82)
El Concilio - Sunrise Program (77)

\$630,001				
(\$126,000)				
\$504,001	2012/13 CDBG Allocation		Cap Distribution	
\$111,540	60% City Set-Aside	40% CBO Set-Aside	15% Public Services	Reallocated PI
\$615,541	\$369,325	\$246,216	\$115,414	\$111,540
\$224,325	\$290,041			
\$75,000	\$75,000			\$75,000
\$25,000	\$25,000		\$25,000	
\$50,000	\$50,000		\$50,000	
\$105,000		\$120,000		\$21,540
\$13,000		\$15,000		\$15,000
\$18,000		\$18,000	\$17,914	
\$10,000		\$7,500	\$7,500	
\$20,000		\$15,000	\$15,000	
\$1,500				
\$20,000				
\$5,000				
\$15,000				
\$15,000				
	\$440,041	\$175,500	\$115,414	\$111,540
	(\$70,716)	\$70,716		

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
DRAFT ACTION PLAN FOR THE 2012-13 FEDERAL ALLOCATION
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is entitled to Community Development Block Grant (CDBG) as an entitlement community for fiscal year 2012-13 Federal allocation; and

WHEREAS, the City of Lodi has been notified that the allocation for the 2012-13 fiscal program year will be \$630,001; and

WHEREAS, that annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012-13 of \$741,541; and

WHEREAS, the City of Lodi has held, with proper notification, a public hearing at the City Council meeting of March 21, 2012, to receive comments and proposals from the public regarding the projected use of CDBG funds and provided the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, staff therefore recommends the following allocations:

Program Administration \$126,000

CITY CAPITAL Projects (\$365,041)

- ADA Retrofit Improvements (\$290,041)
- Hale Park Sport Court Resurfacing (\$75,000)

CITY SERVICE PROGRAMS (\$75,000)

- Spay/Neuter Program (\$25,000)
- Graffiti Abatement (\$50,000)

CBO Capital Projects (\$135,000)

- LOEL Center – Demo 125 S. Washington (\$120,000)
- Lodi House – Window Replacement (\$15,000)

CBO Service Programs (\$40,414)

- San Joaquin Fair Housing – Fair Housing Services (\$17,914)
- Second Harvest Food Bank - Food Assistance Programs (\$7,500)
- Salvation Army – Food Programs (\$15,000)

WHEREAS, the City Council for the City of Lodi wishes to include within the 2012-13 Annual Action Plan the authorization for the City to pursue an application for a Section 108 Loan from HUD for ADA Improvements at the Grape Bowl facility; and

WHEREAS, Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program that provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects; and

WHEREAS, the maximum repayment period for a Section 108 loan is twenty years, at the meeting of October 5, 2011, the City Council determined a preference for a loan term of no more than 15 years; and

WHEREAS, for the Grape Bowl Project in particular, an estimated \$701,758 worth of the public facility improvements have been identified as potentially eligible for CDBG funding as removal of architectural barriers to accessibility within that facility.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the draft Action Plan which includes the recommended 2012-13 Federal allocations of CDBG funds to the projects recommended by staff in the amount of \$741,541 as indicated above, and the authorization for application for a Section 108 Loan from HUD for ADA Improvements at the Grape Bowl facility.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING FOR DISCUSSION OF POSSIBLE
CDBG APPLICATIONS

PUBLISH (DATES): March 2, 2012

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community
Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: February 29, 2012

ORDERED BY: Joseph Wood

TITLE: Neighborhood Services Division Manager



DECLARATION OF POSTING

PUBLIC HEARING TO APPROVE THE DRAFT 2012/13 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 8, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 8, 2012, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO APPROVE THE DRAFT 2012/13 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

On Thursday, March 8, 2012, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to approve the Draft 2012/13 Action Plan for the Community Development Block Grant Program, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 8, 2012, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



LEGAL NOTICE

NOTICE OF PUBLIC HEARING FOR DISCUSSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that a public hearing will be held on Wednesday, March 21, 2012 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 in order to consider the Community Development Block Grant (CDBG) Program Action Plan development process and to receive input regarding community needs and funding priorities. The City will receive \$630,001 in CDBG funds for 2012/13. That annual allocation is being supplemented with an additional \$111,540 in Program Income, for a total funding amount for 2012/13 of \$741,541.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

As a recipient of Community Development Block Grant (CDBG) funding, the City has developed an Action Plan that describes the activities proposed to be funded in 2012-13. The Action Plan generally describes how the City will utilize program funds for eligible activities during the fiscal year. The Action Plan can be amended as needed to reallocate funds to housing and community development activities.

Planning documents will be made available to the public for at least 30 days before adoption by the City Council. The documents are anticipated to be released on March 22, 2012 for public review and comment. An additional public hearing will be held on Wednesday, May 2, 2012 for review and adoption of the Action Plan.

The purpose of this public hearing will be to give citizens an opportunity to make their comments known regarding community needs and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the City Clerk, City of Lodi, PO Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6711. In addition, information is available for review at Lodi City Hall (221 West Pine Street) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

The City promotes fair housing and makes all its programs available to low- and moderate-income families regardless of age, race, color, religion, sex, national origin, sexual preference, marital status or handicap.

Neighborhood Services Manager
Joseph Wood

Dated: February 29, 2012

2012/13 CDBG Applicant Mailing List

EXHIBIT B

Capt. Dan Williams
c/o Salvation Army, Lodi Corps
PO Box 1388
Lodi, CA 95241

Malcolm Bercan
c/o Share Homes Family Services
210 N. School Street
Lodi, CA 95240

Mike Mallory
c/o Second Harvest Food Bank
704 E. Industrial Park Drive
Manteca, CA 95337-6116

Suzanne Mangum
c/o Lodi House
801 S. Washington Street
Lodi, CA 95240

Federico Navarro
c/o Emergency Food Bank of Stockton/San
Joaquin
7 W. Scotts Avenue
Stockton, CA 95202

Tim Viall
c/o Emergency Food Bank of Stockton/San
Joaquin
7 W. Scotts Avenue
Stockton, CA 95202

Peggy Wagner
c/o San Joaquin County Fair Housing Association
247 E. Miner Ave
Stockton, CA 95202

Kristi Rhea
c/o Housing Authority of the County of San
Joaquin
448 S. Center Street
Stockton, CA 95202

Tracy Williams
c/o LOEL Foundation, Inc.
105 S. Washington Street
Lodi, CA 95240

Francisco Trujillo
c/o Community Partnership for Families
P.O. Box 1569
Stockton, CA 95201

Lynette Lucaccini
c/o El Concilio
224 S. Sutter Street
Stockton, CA 95203



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Certifying Mitigated Negative Declaration 11-02; Approve Plans and Specifications and Authorize Advertisement for Bids for Hutchins Street Reconstruction Project

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution certifying Mitigated Negative Declaration 11-02; approve plans and specifications and authorize advertisement for bids for Hutchins Street reconstruction project.

BACKGROUND INFORMATION: The proposed project will reconstruct and widen Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps (Exhibit A).

The existing pavement is in poor condition and the street width varies from block to block. Staff has completed the acquisition of all the necessary street easements to create a uniform width and to add a longer southbound left-turn lane at Lodi Avenue. The final improvements will improve ADA access, pedestrian safety, and traffic flow in the project area, especially near Hutchins Street Square. Bulb-outs are proposed to be installed in multiple locations to shorten the crosswalk distance and street lighting will be enhanced.

The Community Development Department has conducted an Initial Study to determine if the project has any potential for significant environmental impacts in compliance with the California Environmental Quality Act of 1970 (CEQA). Based on the Initial Study, it was determined that the project would not have any significant impacts that could not be mitigated to a less than significant level. Based on that determination, the Community Development Department is recommending that the City Council adopt a resolution certifying Mitigated Negative Declaration 11-02 (Exhibit B) for the project. All notifications and review periods required by CEQA have been completed.

Staff recommends that City Council approve the plans and specifications and authorize advertisement for bids for the project. The project estimate for this project is \$1,000,000. The planned bid opening date is April 17, 2012.

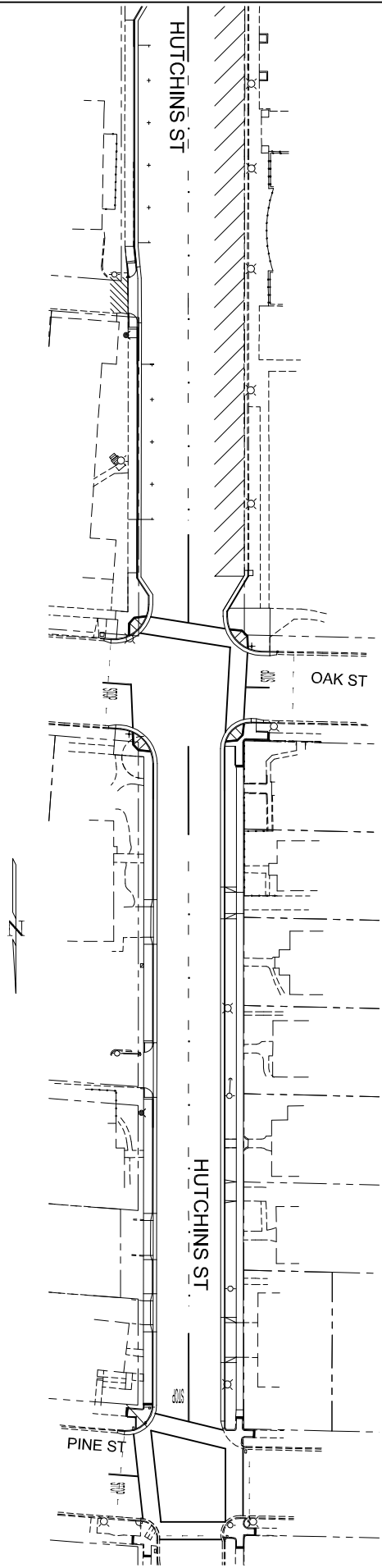
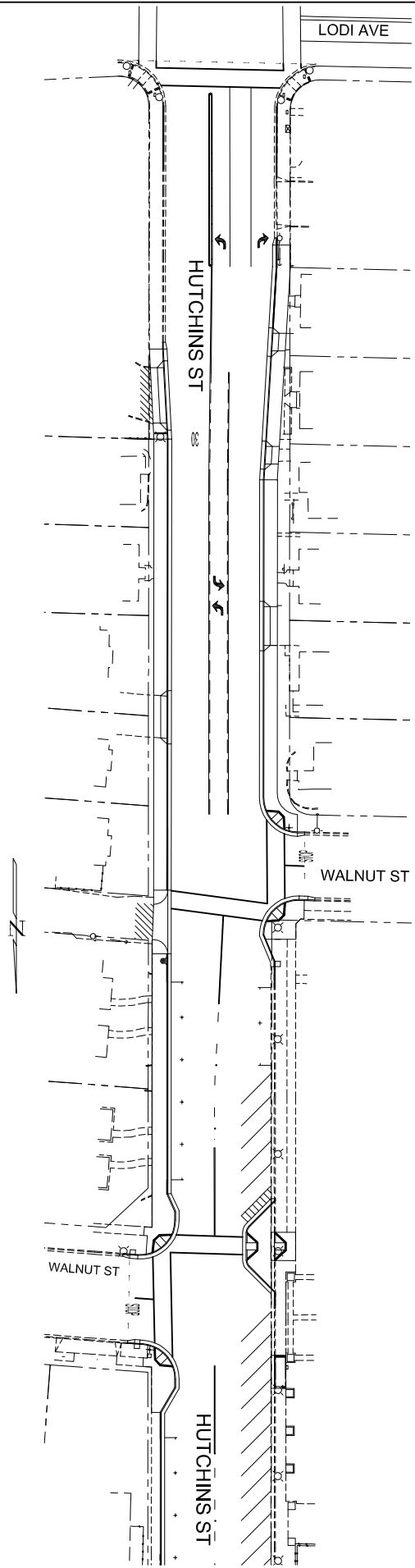
FISCAL IMPACT: There will be a decrease in the street maintenance cost for this section of Hutchins Street after the street reconstruction.

FUNDING AVAILABLE: This project will be funded by Measure K, Water, Wastewater, and Electric funds.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachments
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager



Draft
Final Mitigated Negative Declaration / Initial Study

For

HUTCHINS STREET RECONSTRUCTION PROJECT
SCH# 2011102015

February 2012

Prepared by:
City of Lodi
Community Development Department • Planning Division
City Hall, 221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
(209)333-6711
(209)333-6842 (Fax)
www.lodi.gov

TABLE OF CONTENTS

Chapter 1 - Negative Declaration	1-1
Chapter 2 - Introduction	2-1
2.1 - Purpose of the Final Initial Study	2-1
2.2 - Environmental Review Process	2-1
2.3 - Project Description	2-2
2.4 - Project Location	2-2
2.5 - Timeline for Project Implementation.....	2-3
Chapter 3 - Written Comments and Responses.....	3-1

PROPOSED MITIGATED NEGATIVE DECLARATION

Prepared pursuant to City of Lodi Environmental Guidelines, §§ 1.7 (c), 5.5

FILE NUMBER: 11-MND-02

PROJECT TITLE: Hutchins Street Reconstruction

PROJECT DESCRIPTION: The project consists of reconstruction of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street at the moment is narrow at certain places and features abrupt pavement transitions, which could cause safety concerns. The existing pavement has extensive cracks and is past its service life. The proposed project intends to improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians.

Part of the work also involves minor widening of the street to improve traffic safety and traffic flow; installation of new sidewalk, wheelchair ramps and driveways in compliance with the American with Disabilities Act requirements; and installation of energy efficient street lights. The proposed designs feature bulb outs aimed to reduce the crossing distance for pedestrian and to serve as a traffic calming device to reduce vehicle speed. Finally, because of street widening at certain section, additional street parking spaces would be created due to street widening at certain sections. The majority of the work will be done within the existing right-of-way. Acquisition of street easements from two properties located on the west side of Hutchins Street between Lodi Avenue and Walnut Street are required for the street widening. The street easement acquisition process has begun and the City is in the process of making an offer to the property owners. The widening also requires removal of a 17 street trees (mostly palm trees). The City intends to replace every tree removed at least at a ratio of 1:1 and will be plated at the DeBenedetti and Roget Parks. When the project is complete, better and safer access will be available to the homes and businesses in the area, as well as to Hutchins Street Square, and Lodi's Community Center.

PROJECT LOCATION: Hutchins Street is centrally located within the City limits. It's a north-south bound minor arterial street. Commercial and residential parcels abut Hutchins Street. Many of the businesses are in older commercial buildings or in converted residences. Most of the residential properties along Hutchins Street are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Harney Lane forms the south end of the City limits and Hutchins Street turns into West Lane in the San Joaquin County jurisdiction.

APPLICANT:

City of Lodi Public Works Department
221 West Pine Street
Lodi, CA 95240

A copy of the Initial Study ("Environmental Information Form" and "Environment Checklist") documenting the reasons to support the adoption of a Negative Declaration is available at the **City of Lodi Community Development Department, 221 West Pine Street, Lodi CA 95240.**

Mitigation measures are ☒ are not ☐ included in the project to avoid potentially significant effects on the environment.

The public review on the proposed Negative Declaration will commence on Wednesday, October 12, 2011 and ending on Friday, November 11, 2011.

The City will provide additional public notices when the public hearings have been scheduled to consider approval of the Negative Declaration.

Konradt Bartlam, Community Development Director

Date

CHAPTER 2 - INTRODUCTION

2.1 Purpose of the Final Initial Study

This document has been prepared to accompany the Draft Initial Study/Mitigated Negative Declaration (IS/ND) for the Hutchins Street Reconstruction Project. The Draft IS/MND identified the environmental impacts associated with the implementation of the plan and concluded no physical change to the environment or construction plans are proposed in conjunction with the proposed Hutchins Street Reconstruction Project. The purpose of the Hutchins Street Reconstruction Project, is to improve safety and traffic flow, improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians. When the project is complete, better and safer access will be available to the homes and businesses in the area, as well as to Hutchins Street Square, Lodi's community center, which is located between Walnut Street and Oak Street.

The statutes and guidelines of the California Environmental Quality Act (CEQA) require the Lead Agency to consult with public agencies having jurisdiction over a proposed project and to provide public and other interested parties with an opportunity to comment on a Draft IS/MND. This document responds to environmental issues raised in the comments on the Draft IS/MND.

2.2 – Environmental Review Process

The Draft IS/MND for the Hutchins Street Reconstruction Project was submitted to the State Clearinghouse (SCH # 2011102015) on Wednesday, October 12, 2011 for a 30-day public and agency review and comment, which ended on Friday, November 11, 2011. The Draft IS/ND was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) Statutes (Public Resources Code [PRC] Sections 21000 et seq.) and the CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). The City of Lodi is the lead agency for CEQA compliance.

In accordance with the CEQA Statutes (PRC Section 21092) and Section 15072 of the CEQA Guidelines, public notice of the Draft IS/MND was provided by the City of Lodi through publication of an announcement in the Lodi Sentinel on October 15, 2011. In accordance with Section 15105(b) of the CEQA Guidelines, the City provided a 30-day public review period for the Draft IS/ND, commenced on **October 12, 2011** and ended on **November 11, 2011**.

The public notice published in the Lodi Sentinel included details on how to obtain copies of the Draft IS/MND. Additional notification methods were also used, including: mailing copies of the Draft IS/MND to various agencies, posting the Notice of Availability (NOA) at the City's website; and mailing the NOA to property owners of record within a 300-foot radius of the Project site. The NOA included information on how to obtain copies of the Draft IS/ND and how to provide comments on the document.

The City received three comment letters on the Draft IS/MND during the 30-day public and agency comment period. These three comment letters are addressed in Chapter 3 of this document. This Final IS/MND has been prepared to respond to the comments received by the City that address environmental issues related to the Draft IS/MND, in accordance with the CEQA Guidelines.

2.3 Project description

The City of Lodi (City) proposes to reconstruct a 0.3-mile-long section of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street is a two-lane street in the central part of the City, and it passes by the City's Hutchins Street Square community center. Hutchins Street is narrow in places and has abrupt pavement transitions; furthermore, the existing pavement has extensive cracks and is past its service life. The purpose of the proposed project is to repair areas of failed or damaged pavement, to extend the service life of Hutchins Street, and to add safety elements that would benefit both motorists and pedestrians. The scope of work for the proposed project includes:

Street modification: The portion of Hutchins Street from Lodi Avenue to Oak Street would be slightly widened without adding new through lanes. The widening would accommodate a new two-way left turn lane between Lodi Avenue and Walnut Street, and a new one-way left-turn lane for traffic turning from northbound Hutchins Street to Walnut Street, and new diagonal parking spaces. Roadside "bulb-outs" would also be built at several locations to calm traffic by reducing vehicle speed and to improve pedestrian safety by shortening crosswalk lengths. Bulb-outs would be located on Hutchins Street at the intersections with Walnut Street and Oak Street.

Street light improvement and relocation: Some of the existing street lights along Hutchins Street would need to be moved to accommodate planned street improvements. All street lights within project limits would be upgraded to new energy-efficient lights in a style that matches the existing pedestal-type lights.

Tree removal: Seventeen City-owned trees would need to be removed to accommodate planned street improvements: nine (9) palm trees, four (4) crape myrtles, and five (5) Chinese pistaches. None of the existing landscaping in front of Hutchins Street Square would be affected. Removal of existing street trees would be offset by replacement tree plantings at DeBenedetti and Roget Parks in Lodi (Both parks are currently under development).

Driveway re-construction: Four (4) residential driveways and two (2) business driveways would be temporarily closed and rebuilt during project construction. The closure period would be kept as short as possible to minimize impacts. The affected businesses have alternate access via neighboring streets (other than Hutchins Street), and affected homes have alternate vehicle access via a rear alley.

Americans with Disabilities Act (ADA) compliance: New and existing sidewalks and wheelchair ramps and existing driveways would be modified to be in compliance with current ADA regulations.

Parking modification: Existing street-side parking on the east side of Hutchins Street between Walnut Street and Oak Street would be converted from parallel to diagonal parking spaces. This change would result in a net gain of one (1) parking space (from 12 to 13 spaces). Existing diagonal parking on the west side of Hutchins Street in front of Hutchins Street Square would remain.

Drainage work: Excavation to a maximum depth of five (5) feet would be required for construction of storm drain catch basins and laterals. The existing pavement surface on Hutchins Street would need to be ground down to prepare it for new pavement overlay. Existing white and yellow painted roadway striping and markings would be removed along with pavement grindings. The reconstructed Hutchins Street would be overlaid with new asphalt concrete, and roadway striping and markings would be replaced.

All construction work would be done on paved and previously-disturbed areas within existing City right of way. Full closure of Hutchins Street within project limits would be required to facilitate construction. During this time, traffic would be temporarily detoured to nearby local streets. Detours would be in effect for two to three weeks and would be implemented in stages to minimize impacts on nearby properties. There would be no change in property access when the project is completed.

2.4 Project Location

The project limits are located on Hutchins Street, between Lodi Avenue to the south and Pine Street to the north, within the incorporated City Limits. Hutchins Street is centrally located within the City limits. It's a north-south bound minor arterial street. Commercial and residential parcels abut the Hutchins Street. Many of the businesses are in older commercial buildings or in converted residences. Most of the residential properties along Hutchins Street are older residential neighborhoods that contain a mix of single family and multi-family dwellings. Harney Lane forms the south end of the City limits and Hutchins Street turns into West Lane in the San Joaquin County jurisdiction.

CHAPTER 3 - WRITTEN COMMENTS AND RESPONSES

The City received three (3) comment letters on the Draft IS/MND during the public and agency comment period. The following table lists the commenters and the dates of the letters. Each letter and individual comment has been assigned a letter/number designation for cross-referencing.

Also included at the end of this chapter is a letter from the State Clearinghouse. The letter acknowledges that the City of Lodi has complied with the State Clearinghouse draft environmental document review requirements, and indicates that one state agency submitted comments through the State Clearinghouse by the close of the comment period on May 11, 2011. All comment letters received are addressed in this Final IS/MND.

List of Commenters/Letters			
Designation	Commenter	Date of Letter	Comment Numbers
A	San Joaquin Council of Governments (SJCOG, Inc.)	April 25, 2011	A-1, A-2, A-3, A-4, A-5,
B	Regional Water Quality Control Board, Region 5 (Sacramento)	May 13, 2011	B-1, B-2, B-3, B-4, B-5, B-6
C	State Clearinghouse	May 16, 2011	C-1



S J C O G, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

**SJMSCP RESPONSE TO LOCAL JURISDICTION (RTLJ)
ADVISORY AGENCY NOTICE TO SJCOG, Inc.**

To: Lyman Chang, City of Lodi, Planning Division

From: Kimberly Juarez, SJCOG, Inc.

Date: May 24, 2011

Local Jurisdiction Project Title: Hutchins Street Reconstruction Project

Assessor Parcel Number(s):

Local Jurisdiction Project Number:

Total Acres to be converted from Open Space Use: 2 acres

Habitat Types to be Disturbed: Urban Habitat Land

Species Impact Findings: Findings to be determined by SJMSCP biologist.

Dear Mr. Chang:

SJCOG, Inc. has reviewed application Hutchins Street Reconstruction. This project consists of a Review Form application to reconstruct Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement and install concrete sidewalk and wheelchair ramps. Construction starts April 2012. Project is located on Hutchins Street, Lodi Avenue to Pine Street, Lodi, CA.

City of Lodi is a signatory to San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Participation in the SJMSCP satisfies requirements of both the state and federal endangered species acts, and ensures that the impacts are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA). The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measure are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP. Although participation in the SJMSCP is voluntary, Local Jurisdiction/Lead Agencies should be aware that if project applicants choose against participating in the SJMSCP, they will be required to provide alternative mitigation in an amount and kind equal to that provided in the SJMSCP.

A-1

This Project is subject to the SJMSCP. This can be up to a 30 day process and **it is recommended that the project applicant contact SJMSCP staff February 2012, prior to start of construction.** It is also recommended that the project applicant obtain an information package. <http://www.sjco.org>

Please contact SJMSCP staff regarding completing the following steps to satisfy SJMSCP requirements:

- Schedule a SJMSCP Biologist to perform a pre-construction survey **prior to any ground disturbance**
- Sign and Return Incidental Take Minimization Measures to SJMSCP staff (given to project applicant after pre-construction survey is completed)
- Pay appropriate fee based on SJMSCP findings. **Fees shall be paid in the amount in effect at the time of issuance of Building Permit**
- Receive your Certificate of Payment and release the required permit

A-2

It should be noted that if this project has any potential impacts to waters of the United States [pursuant to Section 404 Clean Water Act], it would require the project to seek voluntary coverage through the unmapped process under the SJMSCP which could take up to 90 days. It may be prudent to obtain a preliminary wetlands map from a qualified consultant. If waters of the United States are confirmed on the project site, the Corps and the Regional Water Quality Control Board (RWQCB) would have regulatory authority over those mapped areas [pursuant to Section 404 and 401 of the Clean Water Act respectively] and permits would be required from each of these resource agencies prior to grading the project site.

If you have any questions, please call (209) 235-0600.

2 | S J C O G , I n c .



S J C O G , I n c .

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

SJMSCP HOLD

TO: Local Jurisdiction: Community Development Department, Planning Department, Building Department, Engineering Department, Survey Department, Transportation Department,
Other:

FROM: Kimberly Juarez, SJCOG, Inc.

**DO NOT AUTHORIZE SITE DISTURBANCE
DO NOT ISSUE A BUILDING PERMIT
DO NOT ISSUE _____ FOR THIS PROJECT**

A-3

The landowner/developer for this site has requested coverage pursuant to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). In accordance with that agreement, the Applicant has agreed to:

- 1) Implement Incidental Take Minimization Measures (ITMMs) PRIOR to site disturbance. Do not authorize site disturbance until receipt of a signed Agreement to Incidental Take Minimization Measures (ITMMs) AND verification that all applicable ITMMs have been implemented.
- 2) Pay SJMSCP fees. Fees shall be paid in the amount in effect at the time of issuance of Building Permit (see also Appendix). Do not issue a Use Permit until receipt of a Certificate of Payment or Verification of Payment to the Local Jurisdiction (e.g., Receipt) AND verification that all applicable ITMMs have been implemented prior to ground disturbance.

A-4

A-5

Project Title: Hutchins Street Reconstruction Project

Landowner: _____

Applicant: _____

Assessor Parcel #s: _____

T _____, R _____, Section(s): _____

Local Jurisdiction Contact: Lyman Chang

The LOCAL JURISDICTION retains responsibility for ensuring that the appropriate Incidental Take Minimization Measures are properly implemented and monitored and that appropriate fees are paid in compliance with the SJMSCP.

RESPONSE TO COMMENT A

Comment Letter A: San Joaquin Council of Governments (SJCOG, Inc).

Response to Comment A-1

Thank you for your input on this important City project. This comment is note.

Response to Comment A-2

Thank you for your input on this important City project. This comment is note.

Response to Comment A-3

This comment is note. As standard practice, the City will contact the SJCOG for biological survey of the project site prior to issuance of a building permit for site grading.

Response to Comment A-4

This comment is note.

Response to Comment A-5

This comment is note.



Matthew Rodriguez
Secretary for
Environmental Protection

**California Regional Water Quality Control Board
Central Valley Region
Katherine Hart, Chair**

11020 Sun Center Drive, #200, Rancho Cordova, California 95670-6114
(916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>



Edmund G. Brown Jr.
Governor

7 November 2011

RECEIVED

NOV 07 2011

COMMUNITY DEVELOPMENT DEPT
CITY OF LODI

CERTIFIED MAIL

7010 3090 0000 5045 2231

Immanuel Bereket
City of Lodi
221 West Pine Street
Lodi, CA 95240

**COMMENTS TO DRAFT MITIGATED NEGATIVE DECLARATION, HUTCHINS STREET
RECONSTRUCTION PROJECT, SCH NO. 2011102015, SAN JOAQUIN COUNTY**

Pursuant to the State Clearinghouse's 12 October 2011 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Draft Mitigated Negative Declaration* for the Hutchins Street Reconstruction Project, located in San Joaquin County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

B-1

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

California Environmental Protection Agency



Hutchins Street Reconstruction Project
SCH No. 2011102015
San Joaquin County

-2-

7 November 2011

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

B-2

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

B-3

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed for the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

B-4

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

B-5

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

Hutchins Street Reconstruction Project
SCH No. 2011102015
San Joaquin County

-3-

7 November 2011

Waste Discharge Requirements

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

B-6

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/water_quality_certification/

If you have questions regarding these comments, please contact me at (916) 464-4745 or gsparks@waterboards.ca.gov.



Genevieve (Gen) Sparks
Environmental Scientist
401 Water Quality Certification Program

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento

RESPONSE TO COMMENT B

Comment Letter B: Regional Water Quality Control Bd., Region 5 (Sacramento)

Response to Comment B-1

Thank you for your input on this important City project. The City plans to obtain applicable and appropriate permits for the project.

Response to Comment B-2

The comment is noted. The City has implemented and applies low impact development/post-construction standards. The proposed project is subject to the City's requirements.

Response to Comment B-3

The City notes that there are no industrial stormwater discharge associated with the project.

Response to Comment B-4

The City notes the project does not involve discharge of dredged or fill material and the project is not near navigable waters or wetlands.

Response to Comment B-5

No USACOE permit is required as the project does not involve disturbance of waters of the United States.

Response to Comment B-6

There are non waters or waterways within the project limits.



Edmund G. Brown Jr.
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Ken Alex
Director

November 14, 2011

RECEIVED

NOV 17 2011

Immanuel Bereket
City of Lodi
221 West Pine Street
Lodi, CA 95240

COMMUNITY DEVELOPMENT DEPT
CITY OF LODI

Subject: Hutchins Street Reconstruction Project
SCH#: 2011102015

Dear Immanuel Bereket:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on November 10, 2011, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

A-1

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

**Document Details Report
State Clearinghouse Data Base**

SCH# 2011102015
Project Title Hutchins Street Reconstruction Project
Lead Agency Lodi, City of

Type MND Mitigated Negative Declaration

Description The City of Lodi proposes to reconstruct a 0.3 mile long section of Hutchins Street from Lodi Avenue to Pine Street. Hutchins Street is a two-lane street in the central part of the City, and it passes by the City's Hutchins Street Square community center. Hutchins Street is narrow in places and has abrupt pavement transitions; furthermore, the existing pavement has extensive cracks and is past its service life. The purpose of the proposed project is to repair areas of failed or damaged pavement, to extend the service life of Hutchins Street, and to add safety elements that would benefit both motorists and pedestrians.

Lead Agency Contact

Name	Immanuel Bereket		
Agency	City of Lodi		
Phone	(209) 333-6711	Fax	
email			
Address	221 West Pine Street		
City	Lodi	State	CA Zip 95240

Project Location

County	San Joaquin
City	Lodi
Region	
Lat / Long	
Cross Streets	Lodi Avenue and Hutchins Street; Pine Street and Hutchins Street
Parcel No.	
Township	

	Range	Section	Base
--	--------------	----------------	-------------

Proximity to:

Highways	Hwy 12
Airports	
Railways	UPRR
Waterways	
Schools	Liberty HS
Land Use	

Project Issues Aesthetic/Visual; Noise

Reviewing Agencies Resources Agency; Department of Fish and Game, Region 2; Department of Fish and Game, Region 3; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 10; Air Resources Board, Transportation Projects; Regional Water Quality Control Bd., Region 5 (Sacramento); Native American Heritage Commission; Public Utilities Commission; Delta Stewardship Council

Date Received 10/12/2011	Start of Review 10/12/2011	End of Review 11/10/2011
---------------------------------	-----------------------------------	---------------------------------

Note: Blanks in data fields result from insufficient information provided by lead agency.

RESPONSE TO COMMENT E

Comment Letter E: Office of Planning and Research

This comment indicates that the State Clearinghouse submitted the IS/MND to selected state agencies for review, and that the comment period for the Draft MND concluded on November 10, 2011. The comment indicates that the lead agency complied with the review requirements for draft environmental documents pursuant to CEQA. As such, the comment does not provide specific comments regarding information presented in the IS/MND. No response is necessary.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
CERTIFYING THE FINAL MITIGATED NEGATIVE
DECLARATION FOR THE HUTCHINS STREET
RECONSTRUCTION PROJECT; STATE
CLEARINGHOUSE NO. 2011102015

=====

WHEREAS, the City Council of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the proposed Mitigated Negative Declaration, in accordance with the Government Code; and

WHEREAS, the project proponent is City of Lodi, Public Works Department, 221 West Pine Street, Lodi, CA, 95240; and

WHEREAS, the project site is located on Hutchins Street, from Lodi Avenue to Pine Street; and

WHEREAS, an Initial Study/Mitigated Negative Declaration (File No. 11-MND-02) was prepared in compliance with the California Environmental Quality Act of 1970, as amended, and the Guidelines provided thereunder. The Community Development Department has determined that all environmental impacts that result from this project can be mitigated to a less than significant level; and

WHEREAS, on October 12, 2011, the Notice of Availability (NOA) of the Draft Initial Study/Mitigated Negative Declaration was prepared and distributed to reviewing agencies, responsible agencies, trustee agencies, and the County Clerk in which the Project is located, as well as all persons requesting notice; and

WHEREAS, the Notice of Availability of the proposed Mitigated Negative Declaration was published in the *Lodi News Sentinel* on October 15, 2011; and

WHEREAS, the required 30-day review period for this project commenced on Wednesday, October 12, 2011, and ended on Friday, November 11, 2011; and

WHEREAS, the City received three written comments during the public review period and the comments were responded to and incorporated into the Final Mitigated Negative Declaration; and

WHEREAS, staff recommends that the City Council approve the filing of a Mitigated Negative Declaration by the Community Development Director as adequate environmental documentation for the project; and

WHEREAS, all legal prerequisites to the approval of this request have occurred.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council has reviewed all documentation and hereby certifies the Final Mitigated Negative Declaration as adequate environmental documentation for the Hutchins Street Reconstruction Project (State Clearinghouse No. 2011102015).

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION
CERTIFYING MITIGATED NEGATIVE DECLARATION AS
ADEQUATE ENVIRONMENTAL DOCUMENT FOR THE HUTCHINS
STREET RECONSTRUCTION PROJECT

PUBLISH DATE: SATURDAY, MARCH 10, 2012

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, MARCH 8, 2012

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at _____(time) _____CF _____MB _____JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION CERTIFYING MITIGATED NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENT FOR THE HUTCHINS STREET RECONSTRUCTION PROJECT

On Thursday, March 8, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider adopting resolution certifying Mitigated Negative Declaration as adequate environmental document for the Hutchins Street Reconstruction Project (attached and marked as Exhibit A) was posted at the following locations:

Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 8, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION CERTIFYING MITIGATED NEGATIVE DECLARATION AS ADEQUATE ENVIRONMENTAL DOCUMENT FOR THE HUTCHINS STREET RECONSTRUCTION PROJECT

On Thursday, March 8, 2012, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Notice of Public Hearing to consider adopting resolution certifying Mitigated Negative Declaration as adequate environmental document for the Hutchins Street Reconstruction Project, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 8, 2012, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 21, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,
City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

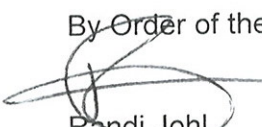
NOTICE IS HEREBY GIVEN that on **Wednesday, March 21, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution certifying Mitigated Negative Declaration as adequate environmental document for the Hutchins Street Reconstruction Project.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: March 7, 2012

Approved as to form:


D. Stephen Schwabauer
City Attorney

APN	OWNER	ADDRESS	CITY STATE ZIP	SITUS
03319016	CASALEGNO, ROBERT A & CAROL S	321 S HUTCHINS ST	LODI CA 95240	321 S HUTCHINS ST
03319020	FIRST CLASS LODI LLC	655 MONTGOMERY ST #1705	SAN FRANCISCO CA 94111	305 S HUTCHINS ST
03319036	MEISLIN, KENNETH & VERA TR ETA	500 WASHINGTON ST #700	SAN FRANCISCO CA 94111	504 W LODI AVE
03720601	SUBLETT, SAMUEL J ETAL	521 W PINE ST	LODI CA 95240	521 W PINE ST
03720603	KATZAKIAN, LORRAINE TR	503 W PINE ST	LODI CA 95240	503 W PINE ST
03720604	BANNISTER, CHRISTOPHER E & MIC	517 W PINE ST	LODI CA 95240	517 W PINE ST
03720701	NEFF, ERIC W & ANDREA TR	4 S CALIFORNIA ST	LODI CA 95240	4 S CALIFORNIA ST
03720702	BAUER, ANN A	508 W PINE ST	LODI CA 95240	508 W PINE ST
03720703	SIEGLOCK, PALMA TR	506 W PINE ST	LODI CA 95240	506 W PINE ST
03720704	BLOMGREN, GARY J & MARY ANN	PO BOX 896	VICTOR CA 95253	5 S HUTCHINS ST
03720705	BAFFONI, IVERN V TR ETAL	540 KENSINGTON WAY	LODI CA 95242	11 S HUTCHINS ST
03720706	BECHTHOLD, JANET R	15868 N HOERL RD	LODI CA 95240	510 W PINE ST
03720707	DAVIS, ARON R & KRISTI P	15 S HUTCHINS ST	LODI CA 95240	15 S HUTCHINS ST
03720708	SHOCK, TRACY G & JANAI R	PO BOX 3276	TRUCKEE CA 95160	17 S HUTCHINS ST
03720709	BIRD, MICHELLE L	1459 18TH ST PMB#142	SAN FRANCISCO CA 94107	21 S HUTCHINS ST
03720710	HERD, GARY D & NANCY E	PO BOX 488	WOODBIDGE CA 95258	23 S HUTCHINS ST
03720711	ROBINSON, LANCE C & KRISTIAN K	25 S HUTCHINS ST	LODI CA 95240	25 S HUTCHINS ST
03720712	SALAS, SHARON S	521 W OAK ST	LODI CA 95240	521 W OAK ST
03720713	PUEBLO, DONALD H & CONNIE E	16721 E BRANDT RD	LODI CA 94520	529 W OAK ST
03720714	GARIBALDI, TODD & BARBARA TR	695 GREENVIEW CT	WOODBIDGE CA 95258	531 W OAK ST
03720715	RAMSOWER, AIMEE	2161 DEBBIE LN	LODI CA 95242	533 W OAK ST
03720716	NITSCHKE, WILLYS H JR & JANET	22 S CALIFORNIA ST	LODI CA 95240	22 S CALIFORNIA ST
03720717	WATERS, ORIN L & II	18 S CALIFORNIA ST	LODI CA 95240	18 S CALIFORNIA ST
03720718	JONES, LEIF & SARAH K	14 S CALIFORNIA ST	LODI CA 95240	14 S CALIFORNIA ST
03720719	JENSEN, JEFFERY & JULIE	10 S CALIFORNIA ST	LODI CA 95240	10 S CALIFORNIA ST
03721015	KATZAKIAN, LORRAINE TR	1811 GRAND CANAL BLVD #5	STOCKTON CA 95207	9 N HUTCHINS ST
03727037	PARKER, AMOS R	PO BOX 582603	ELK GROVE CA 95758	430 W ELM ST

03728001	HALL, LONNIE MARIE BRIGGS TR	PO BOX 860	LOCKEFORD CA 95237	10 N HUTCHINS ST
03728002	MCCAY, MICHAEL J & LINDA	21994 N BRUELLA RD	ACAMPO CA 95220	4 N HUTCHINS ST
03728003	FITCH, TIMOTHY S & S	421 W PINE ST	LODI CA 95240	421 W PINE ST
03728004	MORGAN, RICHARD A & CHRISTINA	417 W PINE ST	LODI CA 95240	417 W PINE ST
03728005	DEJONG, S DANINE TR	415 W PINE ST	LODI CA 95240	415 W PINE ST
03728006	ISOLA, DAVID R & LISA F	344 W TADDEI RD	ACAMPO CA 95220	409 W PINE ST
03728022	WALTH, TIMOTHY A TR	402 W PINE ST	LODI CA 95240	402 W PINE ST
03728023	404 BUILDING PTP	404 W PINE ST #7	LODI CA 95240	404 W PINE ST
03728026	NORMAN C MORRIS 2000 REV LIV T	PO BOX 1568	LODI CA 95241	426 W PINE ST
03728028	FRANK, JAMES G & KHARIS E	12 S HUTCHINS ST	LODI CA 95240	12 S HUTCHINS ST
03728031	CHURCH OF GOD	8 S HUTCHINS ST #A	LODI CA 95240	8 S HUTCHINS ST
03728032	BENSON, STEPHEN G & CHRISTINE	420 W PINE ST	LODI CA 95240	420 W PINE ST
03729001	DAVIS, STEPHEN B & SUSAN C TR	7302 SAN BENITO ST	CARLSBAD CA 92011	427 W OAK ST
03729002	RASMUSSEN, CRAIG & SHARON ETAL	15 S FAIRMONT AVE	LODI CA 95240	423 W OAK ST
03729003	ROMSTAD, ARNE & RHONDA	417 W OAK ST	LODI CA 95240	417 W OAK ST
03729004	RAIN DANCE LLC	5050 DISCOVERY POINT	DISCOVERY BAY CA 94505	415 W OAK ST
03729005	404 BUILDING PTP	404 W PINE ST #7	LODI CA 95240	411 W OAK ST
03729006	WELCH, DAVID J & ABIGAIL M TR	407 W OAK ST	LODI CA 95240	407 W OAK ST
03729007	MUSCH, DANIEL R & CARMEN F	401 W OAK ST	LODI CA 95240	401 W OAK ST
03729021	CAREY, VICTORIA M TR	402 W OAK ST	LODI CA 95240	402 W OAK ST
03729022	INMAN, KATHRYN L TR	308 CHESTNUT ST	LODI CA 95240	406 W OAK ST
03729023	SEKULA, STEFAN I & ROBIN W TR	410 W OAK ST	LODI CA 95240	410 W OAK ST
03729024	PANIAGUA, DAVID	414 W OAK ST	LODI CA 95240	414 W OAK ST
03729025	MERTZ, VICTOR & RUBY TR	709 S CRESCENT	LODI CA 95240	420 W OAK ST
03729026	JOHNSON, WILLIAM F TR	907 TARA PL	LODI CA 95240	428 W OAK ST
03729036	ALLEN, MARILEE E	401 W WALNUT ST	LODI CA 95240	401 W WALNUT ST
03729037	KNITTEL, CLAYTON R TR	1707 W ELM ST	LODI CA 95242	405 W WALNUT ST
03729038	JOHNSON, WILLIAM F TR	907 TARA PL	LODI CA 95240	409 W WALNUT ST

03729042	GLENN, JERRY L ETAL	609 RUSTIC RANCH LN	LINCOLN CA 95648	413 W WALNUT ST
03729043	CHIURAZZI, RICHARD	5063 OAK MELLO CT	ELK GROVE CA 95758	425 W WALNUT ST
03730002	SANGUINETTI, STEPHEN M & ELLIC	518 STURLA ST	LODI CA 95240	412 W WALNUT ST
03730003	BRAND, MARK TR	1 EL CARMELLO CIR	OAKLAND CA 94619	408 W WALNUT ST
03730004	TROXEL, JAMES & JEWELL TR	10 CHRISDUMAR LN	PETALUMA CA 94952	404 W WALNUT ST
03730005	ANDERSON, RAYMOND F & K J	402 W WALNUT ST	LODI CA 95240	402 W WALNUT ST
03730006	ROTHENBERGER, KARL	211 S LEE AVE	LODI CA 95240	211 S LEE AVE
03730031	SEIBEL, ARNE C & DOROTHY E TR	215 S LEE AVE	LODI CA 95240	215 S LEE AVE
03730032	HESS, HUGO & THEA P	823 TILDEN DR	LODI CA 95242	219 S LEE AVE
03730033	DAUBER, SUSAN MARIE TR	225 S LEE AVE	LODI CA 95240	225 S LEE AVE
03730034	LEWIS, SANDRA J	229 S LEE AVE	LODI CA 95240	229 S LEE AVE
03730035	RAY, SHARYLE L	233 S LEE AVE	LODI CA 95240	233 S LEE AVE
03730036	MORRIS, MURIEL A	312 W CENTURY BLVD	LODI CA 95240	237 S LEE AVE
03730037	GUTIERREZ, ENRIQUE N	241 S LEE AVE	LODI CA 95240	241 S LEE AVE
03730038	HOFFMAN, ERVIN A & WILMA C TR	245 S LEE AVE	LODI CA 95240	245 S LEE AVE
03730043	YADAV, ANIL & VANDANA ETAL	435 CHENAB CT	FREMONT CA 94539	232 S HUTCHINS ST
03730044	LEE, ANGIE OI YIN	857 CALIFORNIA DR	BURLINGAME CA 94010	228 S HUTCHINS ST
03730049	OWEN, SUSAN TR	5808 S VIKING PL	LANGLEY WA 98260	407 W LODI AVE
03730050	MAO, KEVIN & HELEN TR	2841 OAKMONT DR	SAN BRUNO CA 94066	419 W LODI AVE
03730053	BUDISELICH, JOSEPH A TR ETAL	19972 FAIRWAY CT	WOODBIDGE CA 95258	212 S HUTCHINS ST
03730054	BUDISELICH, JOSEPH A TR ETAL	19972 FAIRWAY CT	WOODBIDGE CA 95258	218 S HUTCHINS ST
03730055	BUDISELICH, JOSEPH A TR ETAL	19972 FAIRWAY CT	WOODBIDGE CA 95258	224 S HUTCHINS ST
03730060	REED, CHAD C & SHELBY K TR	2351 W MARCH LN #A	STOCKTON CA 95207	200 S HUTCHINS ST
03730061	TAVES, MELVIN S	16 S CRESCENT AVE	LODI CA 95240	204 S HUTCHINS ST
03731030	GREGG, DARRYL E & RUTH L	811 YORK ST	LODI CA 95240	200 S CALIFORNIA ST
03731031	WIEBE, MARVIN & MADELINE TR	537 SAINT CLAIRE DR	LODI CA 95240	204 S CALIFORNIA ST
03731032	CROCE, LEON A TR	PO BOX 555	LODI CA 95241	208 S CALIFORNIA ST
03731033	OKAMOTO, RODNEY J & PAULA R TR	PO BOX 219	HERALD CA 95638	212 S CALIFORNIA ST
03731034	THEVENOT, FRANK ETAL	216 S CALIFORNIA ST	LODI CA 95240	216 S CALIFORNIA ST
03731035	TAKEMURA,	235 FAIRWAY DR	NOVATO CA 94949	220 S CALIFORNIA

	KATHRYN M TR			ST
03731039	GERMAN, MICHAEL	241 S HUTCHINS ST	LODI CA 95240	241 S HUTCHINS ST
03731040	ROSENSTRAUCH, NEAL R & LISA D	4867 E ACAMPO RD	ACAMPO CA 95220	235 S HUTCHINS ST
03731041	JONES, HAL M & SHIRLEY A	PO BOX 340	RIVER PINES CA 95675	215 S HUTCHINS ST
03731042	KENNEDY, JOHN T & SARAH	131 S ROSE ST	LODI CA 95240	211 S HUTCHINS ST
03731043	HANNING, GERALD D & SUSAN TR	207 S HUTCHINS ST	LODI CA 95240	207 S HUTCHINS ST
03731044	HELLER, DANNY	201 S HUTCHINS ST	LODI CA 95240	201 S HUTCHINS ST
03731045	MEL BOKIDES PETROLEUM INC	PO BOX 7747	STOCKTON CA 95267	501 W LODI AVE
03731051	SPIEKERMAN, NANCY H TR ETAL	707 BRISTOL AVE	STOCKTON CA 95204	515 W LODI AVE
04502046	TUNITAS BEACH LAND CO	890 OAK LEAF WAY	NAPA CA 94558	410 W LODI AVE
04502047	TUNITAS BEACH LAND CO	890 OAK LEAF WAY	NAPA CA 94558	420 W LODI AVE



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection.

BACKGROUND INFORMATION: The franchise agreement with Central Valley Waste Services states in Section 7b that rates for solid waste collection are to be adjusted annually on April 1 of each anniversary of the agreement.

Section 7c of the franchise agreement states that rates shall be adjusted in a percentage amount equal to 80 percent of the annual change in the Consumer Price Index for all Urban Consumers for San Francisco-Oakland-San Jose, California Area, All Items (1982-84=100). The percent increase in rates based on the CPI change is 2.082 percent. Section 7f of the franchise agreement also states that the contractor may request additional increases due to extraordinary increases in landfill costs. Central Valley Waste Services is asking for an additional increase in rates for increased disposal costs that have risen by 0.304 percent. The total rate increase requested by Central Valley Waste Services is 2.386 percent.

The proposed rates are attached. For most residential customers, the rate increase will be 55 cents per month. The effective date of the proposed rates is April 1, 2012.

FISCAL IMPACT: Franchise and billing fees paid to the City will increase by approximately \$29,000.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments
cc: Central Valley Waste Services
Steve Mann, Information Systems Division Manager

APPROVED: _____
Konradt Bartlam, City Manager

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 23.15	\$ 23.70
2 Refuse Carts	\$ 57.82	\$ 59.20
3 Refuse Carts	\$ 92.53	\$ 94.74
4 Refuse Carts	\$ 127.26	\$ 130.30
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 34.82	\$ 35.65
2 Refuse Carts	\$ 86.99	\$ 89.07
3 Refuse Carts	\$ 139.16	\$ 142.48
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 75.90	\$ 77.71
2 Refuse Carts	\$ 151.81	\$ 155.43
3 Refuse Carts	\$ 227.71	\$ 233.14
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 15.75	\$ 16.13
<u>6. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 12.47	\$ 12.77
<u>7. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 12.47	\$ 12.77
<u>8. BACK YARD SERVICE****</u>		
Monthly service charge	\$ 12.81	\$ 13.12
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 123.86	\$ 230.42	\$ 527.99	\$ 952.87	\$ 1,505.08	\$ 2,184.60
2	\$ 196.78	\$ 359.04	\$ 750.42	\$ 1,294.63	\$ 1,991.62	\$ 2,841.38
3	\$ 269.70	\$ 487.61	\$ 972.85	\$ 1,636.39	\$ 2,478.12	\$ 3,498.13
4	\$ 342.62	\$ 616.16	\$ 1,195.29	\$ 1,978.09	\$ 2,964.65	\$ 4,154.94
5	\$ 415.55	\$ 744.73	\$ 1,417.71	\$ 2,319.88	\$ 3,451.20	\$ 4,811.67
6	\$ 488.47	\$ 873.31	\$ 1,640.12	\$ 2,661.64	\$ 3,937.70	\$ 5,468.45
7	\$ 561.41	\$ 1,001.92	\$ 1,862.58	\$ 3,003.37	\$ 4,424.24	\$ 6,125.24
8	\$ 634.30	\$ 1,130.47	\$ 2,085.03	\$ 3,345.07	\$ 4,910.75	\$ 6,782.02
9	\$ 707.23	\$ 1,259.08	\$ 2,307.44	\$ 3,686.86	\$ 5,397.32	\$ 7,438.80
10	\$ 780.18	\$ 1,387.66	\$ 2,529.86	\$ 4,028.61	\$ 5,883.82	\$ 8,095.53

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 180.49	\$ 340.16	\$ 703.89	\$ 1,203.63	\$ 1,839.40	\$ 2,611.19
2	\$ 306.48	\$ 571.52	\$ 1,081.32	\$ 1,754.41	\$ 2,590.68	\$ 3,590.22
3	\$ 432.52	\$ 802.85	\$ 1,458.84	\$ 2,305.19	\$ 3,341.97	\$ 4,569.22
4	\$ 558.52	\$ 1,034.23	\$ 1,836.27	\$ 2,855.96	\$ 4,093.29	\$ 5,548.24
5	\$ 684.59	\$ 1,265.50	\$ 2,213.73	\$ 3,406.75	\$ 4,844.56	\$ 6,527.25
6	\$ 810.61	\$ 1,496.88	\$ 2,591.12	\$ 3,957.52	\$ 5,595.88	\$ 7,506.28
7	\$ 936.67	\$ 1,728.22	\$ 2,968.65	\$ 4,508.29	\$ 6,347.16	\$ 8,485.26
8	\$ 1,062.67	\$ 1,959.59	\$ 3,346.11	\$ 5,059.05	\$ 7,098.46	\$ 9,464.29
9	\$ 1,188.73	\$ 2,190.93	\$ 3,723.56	\$ 5,609.82	\$ 7,848.89	\$ 10,443.30
10	\$ 1,314.76	\$ 2,422.25	\$ 4,101.01	\$ 6,160.58	\$ 8,602.32	\$ 11,422.31

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 229.75	\$ 435.33	\$ 844.90	\$ 1,390.49	\$ 2,072.10	\$ 2,889.75
2	\$ 405.09	\$ 761.81	\$ 1,363.36	\$ 2,128.11	\$ 3,056.11	\$ 4,147.33
3	\$ 580.43	\$ 1,088.33	\$ 1,881.84	\$ 2,865.77	\$ 4,040.11	\$ 5,404.91
4	\$ 755.73	\$ 1,414.81	\$ 2,400.28	\$ 3,603.39	\$ 5,024.13	\$ 6,662.49
5	\$ 931.07	\$ 1,741.32	\$ 2,918.76	\$ 4,341.06	\$ 6,008.19	\$ 7,920.09
6	\$ 1,106.45	\$ 2,067.78	\$ 3,437.22	\$ 5,078.67	\$ 6,992.15	\$ 9,177.66
7	\$ 1,281.75	\$ 2,393.89	\$ 3,955.69	\$ 5,816.29	\$ 7,976.13	\$ 10,435.26
8	\$ 1,457.08	\$ 2,720.77	\$ 4,474.14	\$ 6,553.94	\$ 8,960.18	\$ 11,692.84
9	\$ 1,632.41	\$ 3,047.31	\$ 4,992.62	\$ 7,291.56	\$ 9,944.17	\$ 12,950.42
10	\$ 1,807.75	\$ 3,373.79	\$ 5,511.08	\$ 8,029.21	\$ 10,928.16	\$ 14,207.98

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 279.09	\$ 530.48	\$ 985.93	\$ 1,577.39	\$ 2,304.85	\$ 3,168.34
2	\$ 503.70	\$ 952.13	\$ 1,645.39	\$ 2,501.86	\$ 3,521.58	\$ 4,704.51
3	\$ 728.33	\$ 1,373.83	\$ 2,304.88	\$ 3,426.41	\$ 4,738.30	\$ 6,240.67
4	\$ 952.99	\$ 1,795.48	\$ 2,964.36	\$ 4,350.93	\$ 5,955.07	\$ 7,776.79
5	\$ 1,177.61	\$ 2,217.12	\$ 3,623.84	\$ 5,275.40	\$ 7,171.81	\$ 9,313.00
6	\$ 1,402.28	\$ 2,638.81	\$ 4,283.35	\$ 6,199.92	\$ 8,388.51	\$ 10,849.14
7	\$ 1,626.94	\$ 3,060.49	\$ 4,942.84	\$ 7,124.43	\$ 9,605.22	\$ 12,385.29
8	\$ 1,851.61	\$ 3,482.14	\$ 5,602.30	\$ 8,048.92	\$ 10,821.97	\$ 13,921.47
9	\$ 2,076.22	\$ 3,903.80	\$ 6,261.79	\$ 8,973.44	\$ 12,038.74	\$ 15,457.65
10	\$ 2,300.92	\$ 4,325.46	\$ 6,921.24	\$ 9,897.93	\$ 13,255.46	\$ 16,993.80

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 328.37	\$ 625.66	\$ 1,126.95	\$ 1,764.23	\$ 2,537.58	\$ 3,446.89
2	\$ 602.34	\$ 1,142.45	\$ 1,927.46	\$ 2,875.65	\$ 3,987.03	\$ 5,261.61
3	\$ 876.26	\$ 1,659.30	\$ 2,727.96	\$ 3,987.00	\$ 5,436.50	\$ 7,076.41
4	\$ 1,150.23	\$ 2,176.13	\$ 3,528.47	\$ 5,098.38	\$ 6,885.95	\$ 8,891.17
5	\$ 1,424.23	\$ 2,692.98	\$ 4,328.93	\$ 6,209.77	\$ 8,335.40	\$ 10,705.91
6	\$ 1,698.15	\$ 3,209.78	\$ 5,129.47	\$ 7,321.13	\$ 9,784.88	\$ 12,520.62
7	\$ 1,972.15	\$ 3,726.60	\$ 5,929.96	\$ 8,432.55	\$ 11,234.35	\$ 14,335.35
8	\$ 2,246.08	\$ 4,243.43	\$ 6,730.47	\$ 9,543.92	\$ 12,683.78	\$ 16,150.12
9	\$ 2,520.08	\$ 4,760.28	\$ 7,530.95	\$ 10,655.30	\$ 14,133.27	\$ 17,964.85
10	\$ 2,794.03	\$ 5,277.12	\$ 8,331.47	\$ 11,766.67	\$ 15,582.69	\$ 19,779.60

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 377.65	\$ 720.80	\$ 1,267.97	\$ 1,951.12	\$ 2,770.29	\$ 3,725.51
2	\$ 700.92	\$ 1,332.78	\$ 2,209.46	\$ 3,249.35	\$ 4,452.48	\$ 5,818.79
3	\$ 1,024.19	\$ 1,944.75	\$ 3,151.01	\$ 4,547.59	\$ 6,134.62	\$ 7,912.13
4	\$ 1,347.45	\$ 2,556.73	\$ 4,092.46	\$ 5,845.83	\$ 7,816.82	\$ 10,005.41
5	\$ 1,670.72	\$ 3,168.69	\$ 5,033.99	\$ 7,144.06	\$ 9,498.97	\$ 12,098.73
6	\$ 1,993.97	\$ 3,780.74	\$ 5,975.51	\$ 8,442.32	\$ 11,181.16	\$ 14,192.05
7	\$ 2,317.22	\$ 4,392.72	\$ 6,917.00	\$ 9,740.55	\$ 12,863.34	\$ 16,285.35
8	\$ 2,640.46	\$ 5,004.70	\$ 7,858.52	\$ 11,038.81	\$ 14,545.49	\$ 18,378.65
9	\$ 2,963.74	\$ 5,616.65	\$ 8,800.06	\$ 12,337.05	\$ 16,227.69	\$ 20,471.96
10	\$ 3,287.04	\$ 6,228.63	\$ 9,741.53	\$ 13,635.28	\$ 17,909.85	\$ 22,565.31

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

	CURRENT RATES	NEW RATES
<u>PERMANENT HIGH FREQUENCY ROLL-OFF RATES</u>		
1. Drop-off and Pick-up Charge Per Box	\$ 160.48	\$ 164.31
2. Weighed Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	

<u>ONE-TIME TEMPORARY USER ROLL-OFF RATES</u>		
1. Drop/off/Pick-up Charge Per Box	\$ 203.66	\$ 208.52
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 1.2em; margin: 0 auto;"></div>	

CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

	CURRENT RATES	NEW RATES
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 279.41	\$ 286.08
2. Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		

* This charge will be applied to loads that are serviced by "Roll Off" vehicles.

* This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACTUAL CONSUMER-PRICE-
INDEX-BASED ANNUAL ADJUSTMENT TO RATES FOR
SOLID WASTE COLLECTION

=====

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16.110 (Ordinance No. 1709), the schedule of rates for solid waste collection shall be established and adopted by the City Council from time to time by Resolution; and

WHEREAS, pursuant to Lodi Municipal Code Chapter 13.16 – Solid Waste – as it relates to solid waste collection, new monthly rates are hereby established, as more fully shown on Exhibits A, B, C, and D attached hereto, which is incorporated by reference as if fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED that all of the rate schedules attached marked Exhibit A, B, C, and D shall be effective on all bills which are prepared on or after April 1, 2012; and

BE IT FURTHER RESOLVED that, following adoption, this Resolution shall be published one time in the “Lodi News Sentinel,” a daily newspaper of general circulation printed and published in the City of Lodi.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING
CONTRACTUAL CONSUMER PRICE INDEX-BASED ANNUAL
ADJUSTMENT TO RATES FOR SOLID WASTE COLLECTION**

PUBLISH DATE: SATURDAY, FEBRUARY 18, 2012

LEGAL AD

TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, FEBRUARY 16, 2012

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____(time) on _____(date) _____(pages)
Phoned to confirm receipt of all pages at _____(time) _____CF _____MB _____JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER RESOLUTION APPROVING CONTRACTUAL CONSUMER PRICE INDEX-BASED ANNUAL ADJUSTMENT TO RATES FOR SOLID WASTE COLLECTION

On Thursday, February 16, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution approving contractual Consumer Price Index-based annual adjustment to rates for solid waste collection (attached and marked as Exhibit A) was posted at the following locations:

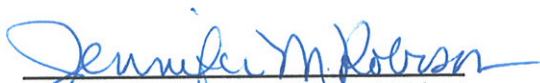
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 16, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 21, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,
City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, March 21, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) **Resolution approving contractual Consumer Price Index-based annual adjustment to rates for solid waste collection (as identified on the attached Exhibit A).**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: February 15, 2012

Approved as to form:

D. Stephen Schwabauer
City Attorney

CITY OF LODI
MULTI-CART CURBSIDE REFUSE RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

	Current Rate Per Month	New Rate Per Month
<u>1. 35 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 23.15	\$ 23.70
2 Refuse Carts	\$ 57.82	\$ 59.20
3 Refuse Carts	\$ 92.53	\$ 94.74
4 Refuse Carts	\$ 127.26	\$ 130.30
<u>2. 64 GALLON REFUSE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 34.82	\$ 35.65
2 Refuse Carts	\$ 86.99	\$ 89.07
3 Refuse Carts	\$ 139.16	\$ 142.48
<u>3. 96 GALLON WASTE CART 1X PER WEEK</u>		
1 Refuse Cart	\$ 75.90	\$ 77.71
2 Refuse Carts	\$ 151.81	\$ 155.43
3 Refuse Carts	\$ 227.71	\$ 233.14
<u>4. DUPLEX AND MULTI-FAMILY, AND MOBILE HOMES</u>		
Monthly rate is reduced one (1) dollar from above base rates	\$ (1.00)	\$ (1.00)
<u>5. LOW VOLUME USER 1X PER WEEK****</u>		
One (1) - 20 Gallon Low Volume Refuse Cart	\$ 15.75	\$ 16.13
<u>6. ADDITIONAL 64 GALLON RECYCLING CARTS</u>		
Second and Third Recycling Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Cart	\$ 12.47	\$ 12.77
<u>7. ADDITIONAL 96 GALLON YARD AND GARDEN CARTS</u>		
Second and Third Yard and Garden Cart	No Add'l Charge	No Add'l Charge
Fourth and Each Additional Yard and Garden Cart	\$ 12.47	\$ 12.77
<u>8. BACK YARD SERVICE****</u>		
Monthly service charge	\$ 12.81	\$ 13.12
Qualified Disabled	No Add'l Charge	No Add'l Charge

Notes:

****Applies to Single Family Dwellings Only

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

WEEKLY SERVICE - ONE (1) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 123.86	\$ 230.42	\$ 527.99	\$ 952.87	\$ 1,505.08	\$ 2,184.60
2	\$ 196.78	\$ 359.04	\$ 750.42	\$ 1,294.63	\$ 1,991.62	\$ 2,841.38
3	\$ 269.70	\$ 487.61	\$ 972.85	\$ 1,636.39	\$ 2,478.12	\$ 3,498.13
4	\$ 342.62	\$ 616.16	\$ 1,195.29	\$ 1,978.09	\$ 2,964.65	\$ 4,154.94
5	\$ 415.55	\$ 744.73	\$ 1,417.71	\$ 2,319.88	\$ 3,451.20	\$ 4,811.67
6	\$ 488.47	\$ 873.31	\$ 1,640.12	\$ 2,661.64	\$ 3,937.70	\$ 5,468.45
7	\$ 561.41	\$ 1,001.92	\$ 1,862.58	\$ 3,003.37	\$ 4,424.24	\$ 6,125.24
8	\$ 634.30	\$ 1,130.47	\$ 2,085.03	\$ 3,345.07	\$ 4,910.75	\$ 6,782.02
9	\$ 707.23	\$ 1,259.08	\$ 2,307.44	\$ 3,686.86	\$ 5,397.32	\$ 7,438.80
10	\$ 780.18	\$ 1,387.66	\$ 2,529.86	\$ 4,028.61	\$ 5,883.82	\$ 8,095.53

WEEKLY SERVICE - TWO (2) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 180.49	\$ 340.16	\$ 703.89	\$ 1,203.63	\$ 1,839.40	\$ 2,611.19
2	\$ 306.48	\$ 571.52	\$ 1,081.32	\$ 1,754.41	\$ 2,590.68	\$ 3,590.22
3	\$ 432.52	\$ 802.85	\$ 1,458.84	\$ 2,305.19	\$ 3,341.97	\$ 4,569.22
4	\$ 558.52	\$ 1,034.23	\$ 1,836.27	\$ 2,855.96	\$ 4,093.29	\$ 5,548.24
5	\$ 684.59	\$ 1,265.50	\$ 2,213.73	\$ 3,406.75	\$ 4,844.56	\$ 6,527.25
6	\$ 810.61	\$ 1,496.88	\$ 2,591.12	\$ 3,957.52	\$ 5,595.88	\$ 7,506.28
7	\$ 936.67	\$ 1,728.22	\$ 2,968.65	\$ 4,508.29	\$ 6,347.16	\$ 8,485.26
8	\$ 1,062.67	\$ 1,959.59	\$ 3,346.11	\$ 5,059.05	\$ 7,098.46	\$ 9,464.29
9	\$ 1,188.73	\$ 2,190.93	\$ 3,723.56	\$ 5,609.82	\$ 7,848.89	\$ 10,443.30
10	\$ 1,314.76	\$ 2,422.25	\$ 4,101.01	\$ 6,160.58	\$ 8,602.32	\$ 11,422.31

WEEKLY SERVICE - THREE (3) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 229.75	\$ 435.33	\$ 844.90	\$ 1,390.49	\$ 2,072.10	\$ 2,889.75
2	\$ 405.09	\$ 761.81	\$ 1,363.36	\$ 2,128.11	\$ 3,056.11	\$ 4,147.33
3	\$ 580.43	\$ 1,088.33	\$ 1,881.84	\$ 2,865.77	\$ 4,040.11	\$ 5,404.91
4	\$ 755.73	\$ 1,414.81	\$ 2,400.28	\$ 3,603.39	\$ 5,024.13	\$ 6,662.49
5	\$ 931.07	\$ 1,741.32	\$ 2,918.76	\$ 4,341.06	\$ 6,008.19	\$ 7,920.09
6	\$ 1,106.45	\$ 2,067.78	\$ 3,437.22	\$ 5,078.67	\$ 6,992.15	\$ 9,177.66
7	\$ 1,281.75	\$ 2,393.89	\$ 3,955.69	\$ 5,816.29	\$ 7,976.13	\$ 10,435.26
8	\$ 1,457.08	\$ 2,720.77	\$ 4,474.14	\$ 6,553.94	\$ 8,960.18	\$ 11,692.84
9	\$ 1,632.41	\$ 3,047.31	\$ 4,992.62	\$ 7,291.56	\$ 9,944.17	\$ 12,950.42
10	\$ 1,807.75	\$ 3,373.79	\$ 5,511.08	\$ 8,029.21	\$ 10,928.16	\$ 14,207.98

CITY OF LODI
CONTAINER RATES
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

WEEKLY SERVICE - FOUR (4) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 279.09	\$ 530.48	\$ 985.93	\$ 1,577.39	\$ 2,304.85	\$ 3,168.34
2	\$ 503.70	\$ 952.13	\$ 1,645.39	\$ 2,501.86	\$ 3,521.58	\$ 4,704.51
3	\$ 728.33	\$ 1,373.83	\$ 2,304.88	\$ 3,426.41	\$ 4,738.30	\$ 6,240.67
4	\$ 952.99	\$ 1,795.48	\$ 2,964.36	\$ 4,350.93	\$ 5,955.07	\$ 7,776.79
5	\$ 1,177.61	\$ 2,217.12	\$ 3,623.84	\$ 5,275.40	\$ 7,171.81	\$ 9,313.00
6	\$ 1,402.28	\$ 2,638.81	\$ 4,283.35	\$ 6,199.92	\$ 8,388.51	\$ 10,849.14
7	\$ 1,626.94	\$ 3,060.49	\$ 4,942.84	\$ 7,124.43	\$ 9,605.22	\$ 12,385.29
8	\$ 1,851.61	\$ 3,482.14	\$ 5,602.30	\$ 8,048.92	\$ 10,821.97	\$ 13,921.47
9	\$ 2,076.22	\$ 3,903.80	\$ 6,261.79	\$ 8,973.44	\$ 12,038.74	\$ 15,457.65
10	\$ 2,300.92	\$ 4,325.46	\$ 6,921.24	\$ 9,897.93	\$ 13,255.46	\$ 16,993.80

WEEKLY SERVICE - FIVE (5) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 328.37	\$ 625.66	\$ 1,126.95	\$ 1,764.23	\$ 2,537.58	\$ 3,446.89
2	\$ 602.34	\$ 1,142.45	\$ 1,927.46	\$ 2,875.65	\$ 3,987.03	\$ 5,261.61
3	\$ 876.26	\$ 1,659.30	\$ 2,727.96	\$ 3,987.00	\$ 5,436.50	\$ 7,076.41
4	\$ 1,150.23	\$ 2,176.13	\$ 3,528.47	\$ 5,098.38	\$ 6,885.95	\$ 8,891.17
5	\$ 1,424.23	\$ 2,692.98	\$ 4,328.93	\$ 6,209.77	\$ 8,335.40	\$ 10,705.91
6	\$ 1,698.15	\$ 3,209.78	\$ 5,129.47	\$ 7,321.13	\$ 9,784.88	\$ 12,520.62
7	\$ 1,972.15	\$ 3,726.60	\$ 5,929.96	\$ 8,432.55	\$ 11,234.35	\$ 14,335.35
8	\$ 2,246.08	\$ 4,243.43	\$ 6,730.47	\$ 9,543.92	\$ 12,683.78	\$ 16,150.12
9	\$ 2,520.08	\$ 4,760.28	\$ 7,530.95	\$ 10,655.30	\$ 14,133.27	\$ 17,964.85
10	\$ 2,794.03	\$ 5,277.12	\$ 8,331.47	\$ 11,766.67	\$ 15,582.69	\$ 19,779.60

WEEKLY SERVICE - SIX (6) CUBIC YARD CONTAINER

# OF CONTAINERS	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK
1	\$ 377.65	\$ 720.80	\$ 1,267.97	\$ 1,951.12	\$ 2,770.29	\$ 3,725.51
2	\$ 700.92	\$ 1,332.78	\$ 2,209.46	\$ 3,249.35	\$ 4,452.48	\$ 5,818.79
3	\$ 1,024.19	\$ 1,944.75	\$ 3,151.01	\$ 4,547.59	\$ 6,134.62	\$ 7,912.13
4	\$ 1,347.45	\$ 2,556.73	\$ 4,092.46	\$ 5,845.83	\$ 7,816.82	\$ 10,005.41
5	\$ 1,670.72	\$ 3,168.69	\$ 5,033.99	\$ 7,144.06	\$ 9,498.97	\$ 12,098.73
6	\$ 1,993.97	\$ 3,780.74	\$ 5,975.51	\$ 8,442.32	\$ 11,181.16	\$ 14,192.05
7	\$ 2,317.22	\$ 4,392.72	\$ 6,917.00	\$ 9,740.55	\$ 12,863.34	\$ 16,285.35
8	\$ 2,640.46	\$ 5,004.70	\$ 7,858.52	\$ 11,038.81	\$ 14,545.49	\$ 18,378.65
9	\$ 2,963.74	\$ 5,616.65	\$ 8,800.06	\$ 12,337.05	\$ 16,227.69	\$ 20,471.96
10	\$ 3,287.04	\$ 6,228.63	\$ 9,741.53	\$ 13,635.28	\$ 17,909.85	\$ 22,565.31

CITY OF LODI
10 TO 50 CUBIC YARD CONTAINERS
RATE STRUCTURE

EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

PERMANENT HIGH FREQUENCY ROLL-OFF RATES

	<u>CURRENT RATES</u>	<u>NEW RATES</u>
1. Drop-off and Pick-up Charge Per Box	\$ 160.48	\$ 164.31
2. Weighed Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

ONE-TIME TEMPORARY USER ROLL-OFF RATES

1. Drop/off/Pick-up Charge Per Box	\$ 203.66	\$ 208.52
2. Tons Disposed/Box X Processing Charge (Average of five (5) tons charged per Box)	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
 TOTAL BILL (1+2+3)	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	

CITY OF LODI
10 TO 50 CUBIC YARD ROLL OFF* CONTAINERS
COMPACTOR RATE STRUCTURE
EFFECTIVE APRIL 1, 2012 THROUGH MARCH 31, 2013

	<u>CURRENT RATES</u>	<u>NEW RATES</u>
TEMPORARY OR PERMANENT COMMERCIAL COMPACTOR RATES		
1. Drop/off/Pick-up Charge Per Box	\$ 279.41	\$ 286.08
2. Tons Disposed/Box X Processing Charge	\$ 36.14	\$ 37.00
3. Franchise Fee (4.8% of 1+2)	\$ -	\$ -
TOTAL BILL (1+2+3)		

- * This charge will be applied to loads that are serviced by "Roll Off" vehicles.
- * This charge will be applied per load to self contained compaction containers or containers that attach to a charging unit for the purpose of compaction in sizes on or about 10 to 50 cubic yards.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: March 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through February 29, 2012.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

PROTOCOL ACCOUNT SUMMARY

FISCAL YEAR 2011-12

Cumulative Report through February 29, 2012

Date	Vendor	Description	Amount	Balance
				Starting Bal. \$5,000.00
8/23/11	Nelson Photo Supplies	Certificate Holders	136.29	
8/23/11	Target	Sister City Gift Baskets	129.21	
8/23/11	Michael's Crafts	Sister City Dinner Candles & Confetti	24.68	
8/23/11	JoAnne's Fabrics	Sister City Dinner Tulle Doilies	6.45	
11/9/11	Staples	Certificate Holders	10.76	
11/14/11	Staples	Certificate Holders	47.71	
11/15/11	Creative Trophy & Engraving	Reorganization plaques	88.89	
12/13/11	Jan's Sweet Treasures	Christmas cookie deliveries	525.00	
12/13/11	Jan's Sweet Treasures	Reorganization meeting/reception	175.00	
1/3/12	Duncan Press	Business cards for Nakanishi & Mounce	70.00	
1/17/12	Staples	Certificate Holders	47.71	
2/3/12	Target & S-Mart	Supplies for Council reorganization	48.63	
			Total Expenditures: (\$1,310.33)	Ending Bal. \$3,689.67

Prepared by: JMR



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

- A. Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613)
- B. Authorizing City Manager to Execute Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700)
- C. Appropriating Funds (\$113,500)

MEETING DATE: March 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive report on Grape Bowl stadium fundraising plan; approve plans and specifications and authorize advertisement for bids for scoreboard installation; and adopt resolution:

- A. Approving sole source purchase of Grape Bowl scoreboard from Daktronics Company, of Brookings, South Dakota, in the amount of \$67,613
- B. Authorizing City Manager to execute professional services agreement with Siegfried Engineering, Inc., of Stockton, for design, in the amount of \$21,700
- C. Appropriating funds in the amount of \$113,500

BACKGROUND INFORMATION: At the January 4, 2011 Shirtsleeve Session, the Council received information regarding alternative plans for the phased construction of the remaining Americans with Disabilities Act (ADA) facilities at the Grape Bowl. Council selected Option 3, which included the removal of the west-end berm; construction of ADA-accessible ramps to upper concourse and lower-level areas, restrooms, concession, and entry-plaza ticket booth; and additional ADA parking. The total cost of Option 3 is estimated to be in excess of \$10 million dollars. The initial grading work to remove the west-end berm took place in June 2011, in conjunction with the construction of the Surface Water Treatment Plant.

On October 5, 2011, staff recommended the Phase 3 Grape Bowl improvement project. The project recommended in October has been slightly modified to include a curved south ramp to the upper concourse instead of an angular configuration. The curved ramp provides an aesthetically superior and lower cost alternative by eliminating some of the reinforced concrete retaining structures with earthen embankments. A three-dimensional model of the Option 3 project has been prepared by DellaMonica Snyder Architects at a cost of \$9,930. Two renderings of the final project, one looking into the stadium from Stockton Street without a gateway feature, and a second view with a gateway feature, are shown as Exhibits A and B, respectively.

The Phase 3 improvement project (portions of this project are reflected in the renderings) includes construction of ADA-accessible ramp to the south-side upper concourse only, ADA seating at the south-side upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation and

APPROVED: _____
Konradt Bartlam, City Manager

Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

- A. Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613)
- B. Authorizing City Manager to Execute Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700)
- C. Appropriating Funds (\$113,500)

March 21, 2012

Page 2

related appurtenant facilities. The project's estimated construction cost and potential funding sources for the project are provided in Exhibit C.

The cost of the Phase 3 project and the larger Option 3 final project is significantly greater than the funding available and, therefore, staff is recommending a fund-raising plan. An important part of the plan includes the final project renderings that provide donors a vision of the completed project. The plan provides opportunities for donors to place their name on various elements of the Option 3 project. Naming opportunities considered so far include the scoreboard, the field plaza wall, the field house and the stadium. Community naming opportunities are also being considered to encourage donations by those interested in purchasing a space in the plaza area. Suggested donation amounts for the various elements are presented in Exhibit D. City Council is requested to provide feedback on the suggested amounts.

City Council is requested to approve plans and specifications and authorize advertisement for bids for the scoreboard element of the project. As part of removing the earthen berm from the west end of the stadium, the scoreboard and flagpole were removed. A temporary scoreboard was used last football season, and staff is proposing to install the permanent scoreboard prior to the start of next football season.

Following thorough research of scoreboard vendors, staff recommends the sole source purchase of the Daktronics scoreboard Model FB-2022-11. Daktronics is the only scoreboard manufacturer that provides a unit with combined scoreboard, sound system, and advertising panel features. The scoreboard (eight feet high by 25 feet wide) will have a forest green background, amber lighting and white trim; the sound system includes an audio mixer, CD player and referee microphone with two built-in directional speakers. The scoreboard will be configured with a naming panel on the top, steel framed arch, and 12 two-foot by four-foot advertising panels. Exhibit E provides a picture of the scoreboard recommended by staff. The Daktronics quote for the scoreboard is provided in Exhibit F. The estimated total cost to purchase and install the scoreboard, including a painted steel frame, concrete footings, and conduits for electrical and audio cabling is \$155,000 plus a 15 percent contingency. Funding for the scoreboard is proposed to be the Waste Management donation to the Grape Bowl accepted by the City Council on April 7, 2010. The Waste Management funds would be replenished upon securing a donor for the scoreboard-naming opportunity.

Estimated revenues from the lease of the 12 advertising spaces on the scoreboard are \$3,500 per space/year. Spots would be leased on a single-year or multi-year basis. Advertising revenue from the scoreboard would be used to offset ongoing maintenance costs at the stadium.

Plans and specifications for the Phase 3 improvements will be prepared by Siegfried Engineering, and City Council is requested to approve the professional services agreement for a not-to-exceed amount of \$21,700 contained in Exhibit G. Siegfried Engineering has civil, structural and architectural engineering capabilities in-house, and their services will accelerate the project to allow bidding at the end of the calendar year. Their scope of work includes design documents and construction cost estimates for the scoreboard, plaza, utilities, ADA-accessible ramps to the south-side upper concourse and ADA seating at the upper concourse. At this time, funding for the building is uncertain and design services for the building have not been engaged.

Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

- A. Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613)
- B. Authorizing City Manager to Execute Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700)
- C. Appropriating Funds (\$113,500)

March 21, 2012

Page 3

Construction of the Phase 3 Improvement Project cannot be completed in the time between high school graduation and football season. Therefore, two construction options exist. The first option is to award a single contract consisting of two construction stages. The first stage would start in March 2013 and proceed to graduation time; and the second stage would take place between graduation and football season. There are weather risks and additional contractor mobilization costs (up to \$20,000) associated with this option. The second option is to award a single-stage contract and close the Grape Bowl from March through completion of the project. This option would require the cancellations of high school graduations for 2013. City Council is requested to provide feedback regarding the construction scheduling for the Phase 3 project.

As presented in Exhibit C, the estimated Phase 3 project cost is \$2,183,000. The available funding is \$1,967,400, resulting in a shortfall of \$215,600. Though cost estimates project a funding shortfall, the City has recently enjoyed a very favorable bidding climate on other projects. Therefore, it is recommended the full project be bid for construction. The bid documents would be structured to include deduct elements to allow for portions of the project to be constructed with the funding available at the time. For example, by deducting the concessions building, sufficient funding currently exists.

Phase 3 Improvement Project	Estimated Cost
Sitework	\$65,000
ADA Access Upper Ramp and Plaza Area	\$339,300
ADA Seating (Upper Concourse)	\$55,000
ADA Parking Path of Travel	\$40,000
Structures (Restroom, Concessions, Ticket Booth)	\$645,000
Furnishings and Fixtures	\$70,000
Fencing	\$60,000
Utilities	\$195,000
Landscape and Irrigation	\$140,000
Scoreboard and Installation	\$155,000
Stadium Lighting Improvements	\$55,000
Subtotal	\$1,819,300
Contingency (15%)	\$272,700
Construction Administration (5%)	\$91,000
Total Estimated Cost	\$2,183,000

The appropriation requested covers the following items.

Daktroniks Scoreboard	\$67,613
Siegfried Engineering	\$21,700
DellaMonica Snyder	\$9,930
Staff Costs	<u>\$14,257</u>
Total Appropriation	\$113,500

It is recommended Council approve plans and specifications and authorize advertisement for bids for the installation of the scoreboard, approve the sole source purchase of the Grape Bowl scoreboard, provide

Receive Report on Grape Bowl Stadium Fundraising Plan; Approve Plans and Specifications and Authorize Advertisement for Bids for Scoreboard Installation; and Adopt Resolution:

- A. Approving Sole Source Purchase of Grape Bowl Scoreboard from Daktronics Company, of Brookings, South Dakota (\$67,613)
- B. Authorizing City Manager to Execute Professional Services Agreement with Siegfried Engineering, Inc., of Stockton, for Design (\$21,700)
- C. Appropriating Funds (\$113,500)

March 21, 2012

Page 4

feedback on the suggested naming amounts and the Phase 3 construction scheduling, and authorize the City Manager to execute a professional services agreement with Siegfried Engineering for preparation of structural and site plans for the Phase 3 project.

FISCAL IMPACT: Authorizing the purchase and construction of the scoreboard may initiate donations for the scoreboard-naming opportunity and advertising revenues that could be used toward the construction of additional improvements at the Grape Bowl.

FUNDING AVAILABLE: Requested Appropriation:
Parks and Recreation Capital Outlay Fund (1212): \$113,500

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
Attachments

Exhibit A



Exhibit B



Phase 3 Grape Bowl Improvements (Upper Concourse and Plaza)	With Concessions Building
Sitework	\$65,000
ADA Access Upper Ramp and Plaza Area	\$339,300
ADA Seating (Upper Concourse)	\$55,000
ADA Parking Path of Travel	\$40,000
Structures (Restroom/Concession/Ticket Booth)	\$645,000
Furnishings and Fixtures	\$70,000
Fencing	\$60,000
Utilities	\$195,000
Landscape and Irrigation	\$140,000
Scoreboard	\$155,000
Stadium Lighting Improvements	\$55,000
Subtotal	\$1,819,300
Contingency (15%)	\$272,700
Construction Administration (5%)	\$91,000
Total Estimated Cost	\$2,183,000
Funding Sources	
Waste Management Grant	\$1,000,000
HUD Section 108 Loan (CDBG)	\$701,760
CDBG 07-03	\$101,640
Private Donation	\$129,000
Metro PCS Donation	\$35,000
Funding Available	\$1,967,400
Difference (Funding Available – Total Est. Cost)	\$(215,600)

Suggested Amounts for Grape Bowl Naming Opportunities

(Pledges Annualized over Five Years)










Stadium	\$2,000,000
Field Plaza Wall	\$500,000
Scoreboard	\$200,000
Field House	\$400,000
Community Courtyard (Plaza Area)	\$500-\$1,000 per space

Naming opportunities within the stadium are preserved for the useful life of the facility.

Exhibit E

LODI GRAPE BOWL
First Lodi Financial Corp.

<h2 style="margin: 0;">HOME</h2> <div style="display: flex; align-items: center; justify-content: center; margin: 10px 0;"> <div style="font-size: 2em; margin-right: 10px;">88</div> <div style="font-size: 2em; margin-right: 10px;">:</div> <div style="font-size: 2em; margin-right: 10px;">88</div> <div style="font-size: 2em; margin-right: 10px;">.</div> <div style="font-size: 2em;">8</div> </div> <div style="display: flex; justify-content: space-around; margin: 10px 0;"> <div style="text-align: left;">DOWN 88</div> <div style="text-align: left;">TO GO 88</div> <div style="text-align: left;">BALL ON 88</div> <div style="text-align: left;">QTR 8</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> T.O.L. T.O.L. </div>	<h2 style="margin: 0;">GUEST</h2> <div style="display: flex; align-items: center; justify-content: center; margin: 10px 0;"> <div style="font-size: 2em; margin-right: 10px;">88</div> <div style="font-size: 2em; margin-right: 10px;">:</div> <div style="font-size: 2em; margin-right: 10px;">88</div> <div style="font-size: 2em; margin-right: 10px;">.</div> <div style="font-size: 2em;">8</div> </div> <div style="display: flex; justify-content: space-around; margin: 10px 0;"> <div style="text-align: left;">DOWN 88</div> <div style="text-align: left;">TO GO 88</div> <div style="text-align: left;">BALL ON 88</div> <div style="text-align: left;">QTR 8</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> T.O.L. T.O.L. </div>
--	---

 TOM McCAULEY <small>Agent, Lic. #0338117</small>  <small>2421 W. Turner Road, Suite 208 Lodi, CA 95242 (209) 365-0068 Tom.McCauley@f2i.com</small> <small>STATE FARM INSURANCE COMPANIES HOME OFFICE: ROCKFORD, IL 60005</small>	 CHEESE CENTRAL <small>purveyor of the world's finest cheeses</small>				
 Studio 4 Design <small>Complete Interior Design Service</small>		<p style="color: red; font-weight: bold;">Your business name here!</p> <p>Call (209) 324-18x1</p>			<p>DellaMonica SNYDER</p> <p style="color: red; font-weight: bold;">Architect</p>

Quote # 397880-1 Rev 4

City Of Lodi
 Steve Virrey
 125 N Stockton St
 Lodi, CA USA 95240
 Phone: (209) 368-1012
 Fax: (209) 333-6153
 Email: svirrey@lodi.gov

2/Mar/2012
 Quote valid for: 90 days
 Terms: Net 30 with Purchase Order
 FOB: DAKTRONICS
 Delivery: Call for Production Time

Reference: Football Scoreboard and Sportsound

QUOTE IS FOR PRODUCT ONLY AND DOES NOT INCLUDE INSTALLATION

Item No.	Model	Description	Qty	Price
1	FB-2022-A	Football/Track Scoreboard; Amber Digits; Scoreboard Color: Forest Green #8750 with Caption Color: White #7725-10 Cabinet Dimensions: 8' 0" H X 25' 0" W X 0' 6" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 600 Max Watts/Display Weight: Unpackaged 805 lbs per display; Packaged 1270 lbs per display	1	\$12,342.00
	Border Striping for FB-2022, SO-2023	Border Striping for FB-2022, Color White #7725-10	1	
	I-Beam Mounting Method (B)	For 3 I-Beams	6	
	AS-5010 KIT	All Sport® 5010 Control Console Kit (Includes AS controller, soft case, remote start/stop/horn switch, CD manual, insert kit)	1	
2	SS500HD-D	Sportsound 500HD Sound Cabinet, Dual Coverage	1	\$34,140.00
	Fiber Conversion Box w/ Analog Backup (0A-1534-0039)	Fiber box converts the analog audio signal from the source equipment into fiber optic signal to the sound system. Box includes analog backup switch.	1	
	Basic Standard Announcer's Rack (includes wireless mics)	Portable Rack including: 8Ch Audio Mixer, CD Player, Dual Ch Wireless Microphone Receiver, Handheld and Referee Microphone Kit, Operator Accessories Case including: Announcer's Interface w/ Microphone, Headphones, XLR Cables, and Interface Unit.	1	
	W-1489	Fiber Optic Cable; 50 µm Multimode; 6 Fiber with non-terminated ends	1000 Ft.	
	W-1615	Cable; Audio, 1pair, Shielded, 22AWG	1000 Ft.	
3	DA-1008-25 for SPORTSOUND SS500HD w/50% Lettering/Logo and Screen Backing	Arch Truss; Alum, 3ft tall x 8ft-6in long @ 2 w/ 50% Lettering/Logo & Screen Backing; Color: _____; Content: _____	1	\$5,258.00
4	ONB-STATIC ID	Outdoor non-backlit custom sponsor panel 4'10" x 25'	1	\$5,431.00
5	Taxes	Taxes @ 7.75% (Subject to change at time of order)	1	\$4,292.96
6	FREIGHT	Shipping to site	1	\$3,849.00
7	On-Site Training	On-Site Training (Not to exceed 2 field days)	1	\$1,700.00
Services				
8	G5C5-W	Five Year Warranty - Parts Coverage - G5G5 for Scoreboard	1	
9	G1C1-W	One Year Warranty - Parts Coverage - G1G1 for Sound Equipment	1	

Quote # 397880-1 Rev 4

On-site Labor

One Year Extended Service for on-site labor coverage

1

TOTAL PRICE: \$67,012.96

Please reference listed sales literature: DD1552218 for Basic Standard Announcer's Rack (includes wireless mics), DD1569120 for On-site Labor, DD1628383 for G5C5-W, DD1752418 for SS500HD-D, DD1792826 for DA-1008-25 for SPORTSOUND SS500HD w/50% Lettering/Logo and Screen Backing, SL-02374 for G1C1-W, SL-03991 for AS-5010 KIT, SL-09956 for FB-2022-A

Please reference listed shop drawings: DWG-969776 for SS500HD-D, DWG-992689 for Basic Standard Announcer's Rack (includes wireless mics)

Options*Please contact your sales representative for additional information*

Angle Clamp Mounting Method (B)

For 3 Tubes

6

\$600.00

Quote # 397880-1 Rev 4

Exclusions:

- Electrical Installation
- Structure
- Power
- Technical Support/Installation Support
- Signal Conduit
- Applicable Permits
- Front End Equipment
- Physical/Mechanical Installation
- Foundation
- Hoist
- Engineering Certification
- Labor to Pull Signal Cable
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Quote # 397880-1 Rev 4 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

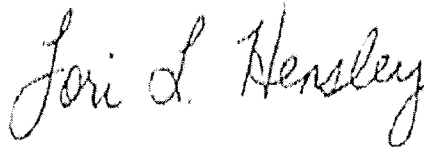
If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Daktronics will process your proofs on orders that include advertising and identification panels. Your digital files and copy layouts should conform to graphic file standards document, SL-04116. The digital data files and copy layouts must be submitted at the time of your order and our proofs need to be approved two weeks prior to your initial anticipated ship date. Advertising and identification panels not receiving proof approvals in time will be shipped without copy in our standard finish.



Chris Wagoner
PHONE: (510) 579-4431
FAX: 605-697-4746
EMAIL: Chris.Wagoner@daktronics.com



Lori Hensley
PHONE: 800-DAKTRONICS (800-325-8766)
FAX: 605-697-4746
EMAIL: Lori.Hensley@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-02374 Standard Warranty and Limitation of Seller's Liability	(www.daktronics.com/terms_conditions/SL-02374.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)
SL-04116 Graphic File Standards	(www.daktronics.com/terms_conditions/SL-04116.pdf)

Acceptance:

The Undersigned has actual authority to execute this document and Daktronics, Inc is relying upon such authority.

The parties hereby acknowledge and agree that the terms and conditions contained within this Quote along with the terms and conditions of the Daktronics Standard Terms and Conditions, the Standard Warranty and Limitations of Liability, and/or the Software License Agreement (together, the "Terms and Conditions") constitute the full and final understanding of the parties regarding the sale of equipment and/or the provision of services and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Terms and Conditions as provided in the website addresses above. In the alternative, hardcopy of these Terms and Conditions will be provided upon request. Further it is acknowledged and agreed that the price of the equipment and/or the provision of services contained within this agreement are expressly conditioned upon Purchaser's acceptance of the Terms and Conditions without change. Any modification of the Terms and Conditions may require a corresponding change in price. Accordingly, the Purchaser acknowledges and agrees to these Terms and Conditions as evidenced by its attestation below.

Customer Signature

Date

Print Name

Title

Quote # 397880-1 Rev 4

Purchase Order Information:

City Of Lodi

PO# _____

PO Date _____

Purchaser hereby confirms that the equipment is to be delivered to, and may be installed by Purchaser or Daktronics (as indicated elsewhere herein) at the address indicated on page one (1) of the agreement unless otherwise specified below:

<input type="checkbox"/> Same as Bill to	
Ship To:	
_____ Company	
_____ Contact Person	
_____ Address	
_____ City	
_____ State	_____ Zip
_____ Telephone	
_____ Fax	
_____ Email	

<input type="checkbox"/> Same as Ship to	
End User:	
_____ *Company	
_____ Contact Person	
_____ Address	
_____ *City	
_____ *State	_____ *Zip
_____ Telephone	
_____ Fax	
_____ Email	
*Required Information	

BILL TO (if different from quoted address):	
_____ Company	
_____ Contact Person	
_____ Address	
_____ City	
_____ State	_____ Zip
_____ Telephone	
_____ Fax	
_____ Email	

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SIEGFRIED ENGINEERING (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT for structural engineering services for proposed Lodi Grape Bowl accessibility improvements (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on April 1, 2012 and terminates upon the completion of the Scope of Services or on August 31, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub CONSULTANT on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the sole negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Wally Sandelin, Public Works Director

To CONSULTANT: Siegfried Engineering
 3244 Brookside Road, Ste. 100
 Stockton, CA 95219
 Attn: Anthony J. Lopes, President

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent CONSULTANT for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONSULTANT agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONSULTANT and clearly marked by CONSULTANT as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONSULTANT. CONSULTANT acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation


ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONSULTANT: Siegfried Engineering

By: _____


By: _____
Name: Anthony J. Lopes
Title: President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source:1212811
(Business Unit & Account No.)

Doc ID:PSA_SiegfriedEngineering

CA:rev.01.2012

EXHIBIT A

SCOPE OF STRUCTURAL ENGINEERING SERVICES

LODI GRAPE BOWL – PHASE 3 LODI, CALIFORNIA

February 23, 2012

SIEGFRIED ENGINEERING, INC. (SEI) shall provide civil and structural engineering services to Client for the proposed Lodi Grape Bowl accessibility and plaza improvements. The proposed scope of services shall include the following:

TASK 1 CONSTRUCTION DOCUMENTS

1. Prepare Structural plans and calculations for proposed plaza and accessibility ramp improvements as depicted on preliminary City plans including;
 - a. concrete flatwork, ramps and curbs,
 - b. retaining walls (concrete, keystone or masonry),
 - c. railing,
 - d. proposed scoreboard support columns and foundations, including anchorage details to the pre-manufactured sign structure.
2. Prepare Civil onsite improvement plans including;
 - a. site dimension plan,
 - b. grading plan,
 - c. utility plan including related storm drain and domestic water services and modification of existing sewer main to serve the proposed restroom/snack bar building.
 - d. detailing of accessibility features.
 - e. erosion control plan.
3. Prepare Engineer's Opinion of Probable Costs for concrete improvements.
4. Prepare Specifications
5. Provide Structural plan sets for building permit submittals.
6. Respond to City plan review comments.
7. Attend one project team meeting at City offices.

TASK 2 CONSTRUCTION SUPPORT SERVICES

1. Assist contractor with plan interpretation during bidding and construction, responding to Requests For Information and preparing minor plan addendums as required to clarify plan intent.
2. Review contractor product and shop drawing submittals.
3. Two site visits during construction.

EXCEPTIONS TO THE SCOPE OF SERVICES

It is understood that the following **are not included** in the scope of services:

1. Geotechnical and Environmental engineering,
2. Land surveying
3. Analysis and redesign for value engineering proposals once plans have been substantially completed.

EXHIBIT B

FEE SCHEDULE

**LODI GRAPE BOWL – PHASE 3
LODI, CALIFORNIA**

February 23, 2012

Task Description	Fees
Task 1 Construction Documents	\$18,400.00
Task 2 Construction Support Services	\$3,000.00
Reimbursable Expenses	\$300.00
TOTAL FEE hourly rate basis plus reimbursable expenses not to exceed	\$21,700.00

Notes:

1. Additional services are subject to additional charge mutually agreed to prior to start of the additional work. Changes in the scope of services or magnitude of the Project are additional services. Should the Project be postponed or canceled, our office will bill for the time expended on the Project up to the time of notification including close-out cost.
2. We will bill you monthly based on time expended plus reimbursable expenses. Reimbursable expenses shall be billed in accordance with our rate schedule in effect at the time services are rendered.



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST			
TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	02/28/2012
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1212		3205	Unreserved Fund Balance	\$ 113,500.00
B. USE OF FINANCING	1212	1212811	1825.2400	Grape Bowl	\$ 113,500.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Purchase of scoreboard for Grape Bowl and professional services agreement with Siegfried Engineering for structural and site improvement drawings for phase 3 of the Grape Bowl improvements.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.</p> <p>Department Head Signature: <u>ChErb for FWS</u></p>

8. APPROVAL SIGNATURES
Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING SOLE SOURCE PURCHASE OF
GRAPE BOWL SCOREBOARD, AUTHORIZING CITY
MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT FOR DESIGN OF GRAPE BOWL PHASE 3
IMPROVEMENT PROJECT, AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, at the January 4, 2011 Shirtsleeve Session, Council received information regarding alternative plans for the phased construction of the remaining Americans with Disabilities Act (ADA) facilities at the Grape Bowl and selected Option 3, which included the removal of the west-end berm; construction of ADA-accessible ramps to upper concourse and lower-level areas, restrooms, concession, and entry-plaza ticket booth; and additional ADA parking; and

WHEREAS, on October 5, 2011, Council approved the Phase 3 Grape Bowl improvement project. Staff recommends a modified ramp configuration to reduce costs by minimizing earth-retaining structures and simplifying the grading work. The project scope considers the funding available and includes construction of an ADA-accessible plaza area and ramps to the south-side upper concourse, ADA seating at the upper concourse, restrooms, concession, ticket booth, scoreboard, landscape, irrigation and related appurtenant facilities; and

WHEREAS, Daktronics Company, of Brookings, South Dakota, is the only manufacturer which produces scoreboard, advertising and sound system components from the same vendor; since all three components are needed for this project, staff recommends the sole source purchase of the scoreboard from Daktronics Company; and

WHEREAS, staff recommends Siegfried Engineering, Inc., of Stockton, California, to prepare structural and site improvement drawings for portions of the Phase 3 improvement project, including design documents and construction cost estimates for installation of the scoreboard, construction of the proposed plaza area, ADA-accessible ramps to the south-side upper concourse and ADA seating at the upper concourse; and

WHEREAS, none of the site improvements for the Phase 3 Improvement Project will be bid until all of the necessary funding is secured and the sources are designated by Council; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the sole source purchase of the Grape Bowl scoreboard from Daktronics Company, of Brookings, South Dakota, in the amount of \$67,613; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the design of the Grape Bowl Phase 3 Improvement Project with Siegfried Engineering, Inc., of Stockton, California, in the amount of \$21,700; and

BE IT FURTHER RESOLVED that funds in the amount of \$113,500 be appropriated from the Parks and Recreation Capital Outlay Fund for this project.

Dated: March 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____